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REVOLVING CREDIT MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE made as of the 30th day of September, 1987 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated December 10, 1986, and known as Trust No. 100670-07 ("Mortgagor"), to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (together with its successors and assigns, the "Mortgagee"),

R E C I T A L S

A. Real Estate. The Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and made a part hereof ("Real Estate") which Real Estate forms a portion of Premises (as defined below).

B. Loan. Mortgagor its beneficiary and Mortgagee have entered into a certain revolving line of credit arrangement under a Line of Credit Agreement, as amended from time to time (the "Loan Agreement") with Mortgagee as "Lender", and Mortgagor has delivered to Mortgagee its Promissory Note ("Note"), both dated as of September 2, 1987, providing for revolving credit loans and advances from time to time, to or for the benefit of Mortgagor (the "Loan"). The Loan is payable on demand and as set forth in the Loan Agreement, but in no event later than 20 years from the date of the Loan Agreement, in a maximum principal amount not to exceed ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00) at any one time outstanding, plus interest.

C. Future Advances. The parties intend to secure (on a priority basis from the date of recording of this Mortgage) payment of the "Liabilities" (as defined in the Loan Agreement) including the Loan, whether the entire amount shall have been advanced to the Mortgagor this date or at a later date, or having been advanced, shall have been repaid in part or in full and further advances made at a later date. At any time before this Mortgage's cancellation and release, the Note, Loan Agreement and Mortgage, including the terms of repayment, may from time to time be modified or amended in writing by the Mortgagor and Mortgagee to include future advances made pursuant to the Loan Agreement to or for the benefit of Mortgagor. Mortgagor covenants and agrees that this Mortgage secures (on a priority basis from the date of recording of this Mortgage) any and all such future advances, whether the same are of the same or a different kind or quality as the original advances or whether related to the original advances, and secures the interest thereon as well as the principal and interest now evidenced by the Loan.

D. Secured Indebtedness. The term "Secured Indebtedness" shall include: the indebtedness evidenced by the Note, Loan and other liabilities, including the principal and interest and premiums, if any, and all extensions, modifications, substitutions or renewals, in whole or in part, any future advances, with interest, made by the Mortgagee to Mortgagor pursuant to the previous paragraph or to Paragraph 36 ("Future Advances"), and all other sums which at any time may be due or owing or required to be paid as provided herein or in the Loan Agreement or Note and all other indebtedness of Mortgagor to Mortgagee whether now or hereafter existing, whether direct or indirect, absolute or contingent, or

This Instrument was prepared by and should be returned to:
Thomas A. Van Beckum, Esq.
(Law Department-105 9th Floor)
Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

Permanent Index No.:
17-09-127-016

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due or to become due. The total principal of the Secured Indebtedness shall not exceed FIVE MILLION NO/100 DOLLARS (\$5,000,000.00) at any one time, plus interest. (Nothing contained in this paragraph shall be considered as limiting the interest which may be secured hereby or the amounts that shall be secured hereby when advanced to protect the real estate security).

E. Other Loan Documents. As security for the repayment of the Secured Indebtedness in addition to this Mortgage, there have been executed and delivered to Mortgagee certain other loan documents described in Exhibit B attached hereto and made a part hereof. (The Note, this Mortgage, and all other loan documents described in such Exhibit B, whether now or hereafter existing, as may be amended, modified or supplemented from time to time, are collectively referred to as the "Loan Documents").

T H E G R A N T

NOW, THEREFORE, (i) to secure the payment of the principal of and interest on the Loan and other liabilities in accordance with the Loan Agreement; and (ii) to secure the payment of all other Secured Indebtedness and the performance and observance of all the covenants, agreements and provisions contained herein and in the Loan Agreement and in the other Loan Documents; and (iii) in consideration of the above Recitals; and (iv) for other good and valuable considerations, whose receipt and sufficiency are acknowledged by the Mortgagor; the Mortgagor DOES HEREBY MORTGAGE, GRANT, DEMISE, AND CONVEY unto the Mortgagee, its successors and assigns forever, all of its estate, right, title and interest in, to and under the Real Estate. The Real Estate, together with the property mentioned in the next succeeding paragraphs, is called the "Premises";

TOGETHER with all right, title and interest of the Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, gores of land, streets, avenues and alleys adjoining the Real Estate;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, emblements, passages, waters, water courses, riparian rights, zoning variances and exceptions, other rights, liberties and privileges or in any way now or hereafter appertaining to the Real Estate, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainder and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Real Estate, and all fixtures now or hereafter owned by the Mortgagor and attached to or forming a part of or used in connection with the Real Estate or the operation and convenience of any buildings and improvements including all furnishings, elevators, fittings, screens, awnings, partitions, carpeting, curtains and drapery hardware used or useful in the operation or for the convenience of the Real Estate or any buildings and improvements thereon and all plumbing, electrical, heating,

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lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment, systems, fixtures and conduits (including all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus and hot-and-cold water equipment and systems), and all renewals or replacements or substitutions;

TOGETHER with all right, title, estate and interest of the Mortgagor in and to the Premises, property, improvements, and fixtures hereby conveyed, assigned, pledged and hypothecated, and all right to retain possession of the Premises after the occurrence of an Event of Default (subject to applicable cure periods); and

TOGETHER with all awards and other compensation heretofore or hereafter made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets. Awards and compensation are hereby assigned to the Mortgagee. Mortgagor designates the Mortgagee as its agent and directs and empowers the Mortgagee, at the option of the Mortgagee, on behalf of the Mortgagor, or the successors or assigns of the Mortgagor, to adjust or compromise the claim for any award and to collect and receive the proceeds, give proper receipts and acquittances, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by the Mortgagee, of the Secured Indebtedness, notwithstanding the fact that the amount owing may not then be due and payable or that the Secured Indebtedness is otherwise adequately secured, all subject to the provisions of Paragraph 10.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto the Mortgagee, its successors and assigns, forever, for the use and purposes set forth together with all right to possession of the Premises upon the occurrence of any Event of Default. The Mortgagor hereby RELEASES AND WAIVES all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay when due the Secured Indebtedness and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements to be performed and observed by the Mortgagor, then this Mortgage and the estate, right and interest of the Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

GENERAL AGREEMENTS

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. The Mortgagor shall pay when due (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note and (b) all other Secured Indebtedness at the times and in the manner provided in the Note, this Mortgage and the other Loan Documents. The Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements as provided herein and in the Note, Loan Agreement and other Loan Documents. This Mortgage shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, Etc. The Mortgagor shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter included within the Premises which may become damaged or be destroyed whether or

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not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in reasonably good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; unless insured over by the title insurance company or bonded over by other security reasonably satisfactory to the Mortgagee; (c) pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and, upon request, exhibit to the Mortgagee satisfactory evidence of the discharge of such prior lien; (d) complete, within a reasonable time, any buildings or other improvements now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof; (f) make or permit no material alterations in the Premises, except as required by law or ordinance, without Mortgagee's prior written consent (not to be unreasonably withheld); (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises; (i) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises; (j) cause the Premises to be managed in a competent and professional manner; and (k) give notice in writing to the Mortgagee of and, unless otherwise directed in writing by the Mortgagee, appear in and defend any action or proceeding purporting to affect the Premises, the security of this Mortgage or the rights or powers of the Mortgagee.

3. Other Liens. Except as otherwise expressly permitted herein, the Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent and those other encumbrances listed on Exhibit C ("Permitted Encumbrances").

4. Taxes. The Mortgagor shall pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all generally called "Taxes"), whether or not assessed against the Mortgagor, if applicable to the Premises or any interest therein, or the Secured Indebtedness, or any obligation or agreement secured hereby. The Mortgagor shall, upon written request, furnish to the Mortgagee duplicate receipts. The Mortgagor shall pay in full under protest in the manner provided by statute, any Taxes which the Mortgagor may desire to contest. If deferment of payment of any such Taxes is required to conduct any contest or review, the Mortgagor shall deposit with the Mortgagee the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes, notwithstanding such contest, if in the opinion of the Mortgagee the Premises shall be in jeopardy or in danger of being forfeited or foreclosed. If the Mortgagor shall not pay the Taxes when required, the Mortgagee may do so and may apply such deposit for the purpose.

If any law or court decree has the effect of (i) deducting from the value of the land for the purpose of taxation any lien thereon; (ii) imposing upon the Mortgagee the payment of the whole or any part of the Taxes or liens required to be paid by the Mortgagor; or (iii) changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of the Mortgagee in the Premises, or the manner of collection of Taxes, so as to affect this Mortgage or the Secured Indebtedness or the Mortgagee; then, and in any such

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event, the Mortgagor, upon demand by the Mortgagee, shall pay such Taxes, or reimburse the Mortgagee on demand. If such payment or reimbursement by the Mortgagor is unlawful, then the Secured Indebtedness shall be due and payable after written demand by the Mortgagee to the Mortgagor.

Nothing in this Paragraph shall require the Mortgagor to pay any income, franchise or excise tax imposed upon the Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes pertaining to the Premises, and then only in an amount computed as if the Mortgagee derived no income from any source other than its interest hereunder.

Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Taxes not paid by Mortgagor when due; provided Mortgagee has given 30 days notice to Mortgagor to pay the past due Taxes or otherwise insure over or bond over by title insurance or other security reasonably satisfactory to Mortgagee. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any tax, assessment, lien, sale, forfeiture, or related title or claim. Mortgagee is further authorized to make or advance, in the place and stead of Mortgagor, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein authorized, whenever, in its judgment and discretion, such advance seems necessary or desirable to protect the full security intended to be created by this Mortgage. In connection with any such advance, Mortgagee is further authorized, at its option, to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing. All such advances and indebtedness authorized by this Paragraph shall constitute additional Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest.

5. Insurance Coverage. The Mortgagor will insure and keep fully insured all of the buildings and improvements now or hereafter included within the Premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee may from time to time require, and in any event including:

(a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as the Mortgagee may reasonably require, in amounts equal to the full replacement value of the Premises. During construction of the Development on the Premises, the insurance policies shall be in Builder's Risk form;

(b) Comprehensive public liability against death, bodily injury and property damage with such limits as the Mortgagee may require;

(c) Steam boiler, machinery and other insurance of the types and in amounts as the Mortgagee may require but in any event not less than customarily carried by persons owning or operating like properties; and

(d) Insurance against loss or damage by flood or mud slide, if the Premises are now, or at any time while the Secured Indebtedness remains outstanding shall be, situated in an area which an appropriate governmental authority designates as a flood or mud slide hazard area or the like, in such amount as the Mortgagee may require, but no amount in excess of the minimum legal limit of coverage shall be so required.

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(e) Worker's compensation insurance covering all persons engaged in any construction, alterations or improvements to the Premises, and insurance covering claims based on the owner's or employer's contingent liability not covered by the Mortgagor's public liability insurance.

6. Insurance Policies. All policies of insurance required by Paragraph 5 shall be in form, companies and amounts reasonably satisfactory to the Mortgagee. All policies of casualty insurance shall have attached thereto standard noncontributory mortgage clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. The Mortgagor will deliver all policies, including additional and renewal policies to the Mortgagee and, in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration. All insurance policies shall contain a provision requiring at least thirty (30) days notice to the Mortgagee prior to any cancellation or modification of such policies. Mortgagor shall not permit any condition to exist on or with respect to the Premises which would wholly or partially invalidate any insurance.

The Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required hereunder unless the Mortgagee is included under a standard mortgage clause acceptable to the Mortgagee, with loss payable to Mortgagee. The Mortgagor shall immediately notify the Mortgagee whenever any separate insurance is taken out and shall promptly deliver to the Mortgagee any policies or certificates of such insurance.

7. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and insurance premiums payable with respect to the Premises as and when due and payable:

(a) Upon an Event of Default and Mortgagor's failure to cure same within any applicable cure period, Mortgagor shall, upon Mortgagee's demand, deposit with the Mortgagee on the first day of each and every month an amount equal to:

(i) One-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable, plus

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable.

The amount of such deposits (generally called "Tax and Insurance Deposits") shall be based upon the Mortgagee's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable. All Taxes and Insurance Deposits shall be held by the Mortgagee in an interest bearing money market account.

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(e) Worker's compensation insurance covering all persons engaged in any construction, alterations or improvements to the Premises, and insurance covering claims based on the owner's or employer's contingent liability not covered by the Mortgagor's public liability insurance.

6. Insurance Policies. All policies of insurance required by Paragraph 5 shall be in form, companies and amounts reasonably satisfactory to the Mortgagee. All policies of casualty insurance shall have attached thereto standard noncontributory mortgage clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. The Mortgagor will deliver all policies, including additional and renewal policies to the Mortgagee and, in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration. All insurance policies shall contain a provision requiring at least thirty (30) days notice to the Mortgagee prior to any cancellation or modification of such policies. Mortgagor shall not permit any condition to exist on or with respect to the Premises which would wholly or partially invalidate any insurance.

The Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required hereunder unless the Mortgagee is included under a standard mortgage clause acceptable to the Mortgagee, with loss payable to Mortgagee. The Mortgagor shall immediately notify the Mortgagee whenever any separate insurance is taken out and shall promptly deliver to the Mortgagee any policies or certificates of such insurance.

7. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and insurance premiums payable with respect to the Premises as and when due and payable:

(a) Upon an Event of Default and Mortgagor's failure to cure same within any applicable cure period, Mortgagor shall, upon Mortgagee's demand, deposit with the Mortgagee on the first day of each and every month an amount equal to:

(i) One-twelfth (1/12) of the Taxes next to become due upon the Premises: provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable, plus

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable.

The amount of such deposits (generally called "Tax and Insurance Deposits") shall be based upon the Mortgagee's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable. All Taxes and Insurance Deposits shall be held by the Mortgagee in an interest bearing money market account.

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(b) The aggregate of the monthly Tax and Insurance Deposits, shall be paid in a single payment each month, to be applied prior to the occurrence of an Event of Default to the following items in this order:

- (i) Taxes and insurance premiums;
- (ii) Secured Indebtedness other than principal and interest on the Loan;
- (iii) Interest on the Loan;
- (iv) Amortization of the principal balance of the Loan.

(c) The Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to the Mortgagee by the Mortgagor of the bills, pay the insurance premiums and Taxes or will, upon the presentation of receipted bills, reimburse the Mortgagor for such payments made by the Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and insurance premiums when they shall become due, then the Mortgagor shall pay to the Mortgagee on demand any amount necessary to make up the deficiency. If the total of such Deposits exceeds the amount required to pay the Taxes and insurance premiums, such excess shall be credited on subsequent payments to be made for such Deposits.

(d) Upon the occurrence of an Event of Default, the Mortgagee may, at its option, apply any Tax and Insurance Deposits on hand to any of the Secured Indebtedness, in such order and manner as the Mortgagee may elect. When the Secured Indebtedness has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to the Mortgagor. All Tax and Insurance Deposits are hereby pledged as additional security for the Secured Indebtedness, and shall be held by the Mortgagee to be irrevocably applied for the purposes as herein provided, and shall not be subject to the direction or control of the Mortgagor.

(e) Notwithstanding anything to the contrary, the Mortgagee, and its loan servicing agent, or their successors and assigns, shall not be liable for any failure to apply to the payment of Taxes and insurance premiums any amounts deposited as Tax and Insurance Deposits unless the Mortgagor, while no Event of Default has occurred and is continuing hereunder, shall have requested the Mortgagee in writing to make application of such Deposits on hand to the payment of the particular Taxes or insurance premiums, accompanied by the bills therefor. Neither the Mortgagee nor its loan servicing agent shall be liable for any act or omission taken in good faith or pursuant to the instructions of any party.

8. Proceeds of Insurance. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance, the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) and Mortgagor shall jointly settle and adjust any claim under such policies; provided, that Mortgagor may itself adjust losses aggregating not in excess of \$25,000.00 if such adjustment is carried out in a competent and timely manner. In any case the Mortgagee shall, and is hereby authorized to, collect and receipt for

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any such insurance proceeds. The expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be additional Secured Indebtedness, and shall be reimbursed to the Mortgagee upon demand.

(b) In the event of insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of the Mortgagee, the Premises can be restored to an economic unit not less valuable than prior to the Insured Casualty, and adequately securing the outstanding balance of the Secured Indebtedness, then, if no Event of Default shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty, as provided in Paragraph 9. The Mortgagor covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding. The Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance.

(c) Except as provided in Subsection (b) of this Paragraph, the Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty to the Secured Indebtedness, in such order or manner as the Mortgagee may elect. Such application of proceeds shall not be considered a voluntary prepayment of the Loan which would require the payment of any prepayment premium or penalty.

(d) If proceeds of insurance, if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to the Insured Casualty. Such work is to comply with plans and specifications approved by the Mortgagee.

9. Disbursement of Insurance Proceeds. In the event the Mortgagor is entitled to reimbursement out of insurance proceeds held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as the Mortgagee may reasonably require and approve. The Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time. Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds. At all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for that purpose, shall be at least sufficient in the reasonable judgment of the Mortgagee to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or

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claims for lien. Any surplus which may remain out of insurance proceeds held by the Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of the Mortgagee, be applied on account of the Secured Indebtedness, then most remotely to be paid, or be paid to any other party entitled thereto. The proceeds shall be held in an acceptable interest bearing money market account.

10. Condemnation. The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of and/or in settlement of a claim or threat of condemnation. Mortgagor may itself adjust claims for condemnation aggregating less than \$25,000.00, if such adjustment is carried out in a competent and timely manner. The Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Secured Indebtedness then most remotely to be paid, whether due or not, or require the Mortgagor to restore or rebuild the Premises, in which event, the proceeds shall be held by the Mortgagee and used to reimburse the Mortgagor for the cost of such rebuilding or restoring. The proceeds shall be held in an acceptable interest bearing money market account. If, in the reasonable judgment of the Mortgagee, the Premises can be restored to an economic unit which adequately secures the outstanding balance of the Secured Indebtedness, the award shall be used to reimburse the Mortgagor for the cost of restoration and rebuilding; provided always, that no Event of Default has occurred and is then continuing. If the Mortgagor is required or permitted to rebuild or restore the Premises, such rebuilding or restoration shall be effected solely in accordance with plans and specifications approved by the Mortgagee. Proceeds of the award shall be paid out in the same manner as provided in Paragraph 9 for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is in the reasonable opinion of Mortgagee is deemed insufficient to cover the cost of rebuilding or restoration, the Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the Secured Indebtedness, then most remotely to be paid, or be paid to any other party entitled thereto.

11. Mortgage and Stamp Tax. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Mortgagor or the Premises, any tax is used or becomes due in respect of the Loan or the granting or recording of this Mortgage, the Mortgagor shall pay such tax in the required manner. The Mortgagor further agrees to reimburse the Mortgagee for any sums which the Mortgagee may expend by reason of the imposition of any such tax.

12. Effect of Extensions of Time and Amendments on Junior Liens and Others. If the payment of the Secured Indebtedness, or any part thereof, is extended or varied, or if any part of the security therefor is released, all persons now or at any time hereafter liable, or interested in the Premises, shall be held to assent to such extension, variation or release. Their liability, and the lien, and all provisions hereof, shall continue in full force and effect. The right of recourse against all such persons is expressly reserved by the Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any interest therein, shall take such lien subject to the rights of the Mortgagee to amend, modify and supplement this Mortgage, the

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Loan, the Loan Agreement, and the other Loan Documents, and to extend the maturity of the Secured Indebtedness, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

13. Mortgagee's Performance of Mortgagor's Obligations. If an Event of Default (defined below) shall occur and continue in accordance with the Plans described in the Line of Credit Agreement, the Mortgagee, either before or after accelerating the Secured Indebtedness or foreclosing the lien and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient by the Mortgagee. The Mortgagee may, but shall not be required to, (i) make full or partial payments of principal or interest on prior encumbrances, if any, and (ii) purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment; (iii) complete construction, furnishing and equipping of the improvements upon the Premises in accordance with the Plans described in the Line of Credit Agreement and; (iv) rent, operate and manage the Premises and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and usable for their intended purposes. All monies so paid and all connected expenses, including reasonable attorneys' fees and other monies advanced by the Mortgagee to protect the Premises and the lien, to complete construction, furnishing and equipping or to rent, operate and manage the Premises or to pay any such operating costs and expenses or to keep the Premises operational and usable shall be additional Secured Indebtedness, whether or not they exceed the amount of the Note and shall become immediately due and payable without notice, and with interest thereon at the rate specified in the Loan Agreement. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to it as a result of the occurrence of an Event of Default. The Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) relating to the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) relating to the completion of construction, furnishing or equipping of the improvements or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, the Mortgagee may do so in such amounts and to such persons as the Mortgagee may deem appropriate and may enter into such contracts as the Mortgagee may deem appropriate or may perform the same itself.

14. Inspection of Premises and Records. The Mortgagee shall have the right to inspect the Premises and all books, records and documents relating thereto at all times during normal business hours.

15. Uniform Commercial Code. This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to (and the Mortgagor hereby grants a security interest in) any part of the Premises which may or might now or hereafter be fixtures other than real estate (all for the purposes of this Paragraph called "Collateral"). All of the terms, provisions, conditions and agreements contained in this Mortgage apply to the Collateral as fully as to any other property comprising the

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Premises. The following provisions shall not limit the generality or applicability of any other provision of this Mortgage but shall be additional:

(a) The Mortgagor (being the "Debtor" as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof or as expressly permitted under the Loan Agreement.

(b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for the Mortgagor's own use.

(c) The Collateral will be kept at the Real Estate, and will not be removed without the consent of the Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but not to any other real estate.

(d) The only persons having any interest in the Premises are the Mortgagor and the Mortgagee and lessee(s) under the lease(s) identified in the Assignment.

(e) No Financing Statement covering any of the Collateral or any proceeds is on file in any public office except pursuant hereto or the Loan Agreement. The Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and will execute and deliver to the Mortgagee such financing statements and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Secured Indebtedness, subject to no adverse liens or encumbrances not permitted by this Mortgage or the Loan Agreement. The Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable.

(f) In addition to Mortgagee's rights under the Loan Agreement, if an Event of Default shall occur and continue, the Mortgagee at its option may declare the Secured Indebtedness to be immediately due and payable, all as more fully set forth in Paragraph 17. Thereupon the Mortgagee shall have the remedies of a secured party under the Code, including, the right to take immediate and exclusive possession of the Collateral, or any part thereof. For that purpose Mortgagee may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code). The Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations, as provided in the Code. The Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Premises. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by the Mortgagee which is reasonably

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convenient to both parties. The Mortgagee will give the Mortgagor at least ten (10) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. Notice of sale, if mailed, shall be deemed reasonably and properly given if mailed at least ten (10) days before the time of sale or disposition, by registered or certified mail, postage prepaid, addressed to the Mortgagor at the address shown below. The Mortgagee may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, the Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Real Estate comprised within the Premises, the Collateral and Real Estate to be sold as one lot if the Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by the Mortgagee, shall be applied against the Secured Indebtedness. The Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

(g) Mortgagee's remedies under this Paragraph, the Code and the Loan Agreement are cumulative and the exercise of any one or more of the remedies provided shall not be construed as a waiver of any of the other remedies, including having the Collateral deemed to be a part of the Real Estate upon any foreclosure thereof.

(h) The terms and provisions contained in this Paragraph shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral. The addresses of the Mortgagor and the Mortgagee are set forth below. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Real Estate is located.

16. Restrictions on Transfer. The Mortgagor shall not, without Mortgagee's prior written consent, "create effect, contract for, consent to, suffer or permit any Prohibited Transfer". Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, is granted, attempted or effectuated without the prior written consent of the Mortgagee shall constitute a "Prohibited Transfer":

(a) the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

(b) all or any part of the partnership or joint venture interest, as the case may be, of any Mortgagor or any direct or indirect beneficiary of a Trustee Mortgagor if the Mortgagor or such beneficiary is a partnership or a joint venture, other than transfers of partnership

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interests to members of the immediate family of the current partners or sales of partnership interests to tenants of the Premises with the consent of Mortgagee, not to be unreasonably withheld.

(c) all or any portion of the beneficial interest or power of direction in or to the Trust under which Mortgagor is acting.

In each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise. The foregoing provisions of this Paragraph shall not apply (i) to liens securing the Secured Indebtedness, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

DEFAULTS AND REMEDIES

17. Events of Default. The following constitute "Events of Default":

(a) A default shall be made in the due and punctual payment of the Note and shall continue for more than five (5) business days after written notice of default from Mortgagee, either principal or interest, or a default shall be made and shall continue for more than five (5) days in the making of any payment of monies required to be made hereunder or under the Loan Agreement or other Loan Documents; or

(b) A Prohibited Transfer shall occur; or

(c) A default shall occur and be continuing under the provisions of Paragraph 24, or under the Assignment referred to in that Paragraph; or

(d) An event of default shall occur under the Loan Agreement; or

(e) A default shall continue for thirty (30) days after written notice of default from Mortgagee in the due and punctual performance or observance of any other agreement or condition in this Mortgage, Note, Loan Agreement or any other Loan Document; provided that if the default is such that it cannot be cured within 30 days and Mortgagor diligently commences actions to cure the default within the 30 days, Mortgagor shall have such additional time as is reasonably required to cure the default, but in no event to exceed 90 days from the occurrence of the default; or

(f) The Premises shall be abandoned; or

(g) Mortgagor's title to its interest in the Premises or any substantial part thereof shall become the subject of litigation which would or might, in the Mortgagee's reasonable opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument and upon notice by the Mortgagee to the Mortgagor such litigation is not dismissed within thirty (30) days of such notice; or

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(h) This Mortgage shall not constitute a valid first lien on and security interest in the Premises, or if such lien and security interest shall not be perfected due to the fault of Mortgagor; or

Upon the occurrence of an Event of Default, the Mortgagee is authorized and empowered, at its option, and without affecting the lien or the priority of the lien or any rights to declare, without further notice, all Secured Indebtedness to be immediately due and payable, whether or not such default be thereafter remedied by the Mortgagor. The Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Loan Agreement, the Assignment or by law or equity.

Compliance with and performance of the terms and provisions of this Mortgage shall not in any manner impair or affect the rights of Mortgagee to demand payment of the Loan at any time in accordance with the Loan Agreement.

18. Possession by Mortgagee. When the Secured Indebtedness shall become due, whether by acceleration or otherwise, the Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises. The net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Secured Indebtedness. The rents, issues and profits of and from the Premises are specifically pledged to the payment of the Secured Indebtedness.

To the full extent not prohibited by applicable law, Mortgagee may after an Event of Default has occurred:

(a) hold, operate, manage, and control all or any part of the Premises and conduct the business thereof, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as it in its discretion may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(b) cancel or terminate any lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;

(c) elect to disaffirm any lease or sublease of all or any part of the Premises made subsequent to this Mortgage or subordinated to the Lien;

(d) extend or modify any then existing leases in accordance therewith and make new leases of all or any part of the Premises. Such extensions, modifications, and new leases may provide for terms, or for options to lessees to extend or renew terms, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale. Any such leases, and the options or other provisions therein, shall be binding upon Mortgagor, all persons whose interests in the Premises are subject to the lien of this Mortgage, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Secured Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser; and

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(e) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises in accordance with the Plans described in the Line of Credit Agreement as may seem judicious to Mortgagee, to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation, and management, and to receive all rents, issues, deposits, profits, and avails.

19. Foreclosure. When the Secured Indebtedness, or any part thereof, shall become due, whether following demand for payment of the Note or otherwise, the Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien, there shall be allowed and included as additional Secured Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All such expenditures and expenses and such other 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 proceedings affecting this Mortgage, the Loan, the Loan Agreement, or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding shall be additional Secured Indebtedness and shall be immediately due and payable by the Mortgagor, with interest at the rate set forth in the Loan Agreement until paid.

20. 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. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not. The Mortgagee or any employee or agent may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and 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 may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

(a) The Secured Indebtedness or the indebtedness secured by a decree 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 the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

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M I S C E L L A N E O U S

24. Assignment of Leases & Rents. As further security for the Secured Indebtedness, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee a separate instrument (herein called the "Assignment") dated as of the date hereof, wherein the Mortgagor has assigned to the Mortgagee all of the rents, issues and profits with respect to the Premises, and any and all leases now or hereafter executed by the Mortgagor, as lessor or landlord, with respect to the Premises. All of the terms and conditions of the Assignment are fully incorporated herein by reference. The Mortgagor shall duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. Nothing herein shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability of the Mortgagor under the Assignment. Mortgagor shall and does hereby indemnify and hold the Mortgagee harmless from any and all liability, loss or damage which the Mortgagee may or might incur by reason of the Assignment except for Mortgagee's gross negligence. 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 Secured Indebtedness. The Mortgagor shall reimburse the Mortgagee therefor on demand, together with interest at the rate set forth in the Loan Agreement from the date of demand to the date of payment.

25. Mortgagee in Possession. Nothing herein constitutes the Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

26. Further Assurances. The Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of the Mortgagee for the better assuring, conveying, mortgaging, assigning and confirming unto the Mortgagee all property mortgaged hereby, whether now owned by the Mortgagor or hereafter acquired.

27. Covenants Run with Land; Mortgagor's Successors. All covenants of this Mortgage shall run with the land and be binding on any successor owners of the Premises. In the event that the ownership of the Premises becomes vested in a person or persons other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest of the Mortgagor with reference to this Mortgage and the Secured Indebtedness in the same manner as with the Mortgagor. The Mortgagor will give immediate written notice to the Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 16.

28. Rights Cumulative. Each right, power and remedy conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity. Each and every right, power and remedy may be exercised from time to time as often and in such order as may be deemed expedient to the Mortgagee. The exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of the Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any default of acquiescence.

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29. Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time 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. Each reference herein to Mortgagee shall be deemed to include the owner from time to time of the Loan, whether so expressed or not. Each owner of the Loan shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and may fully enforce all terms and provisions.

30. Provisions Severable. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions unenforceable or invalid.

31. Time of the Essence. Time is of the essence of the Note, Loan Agreement, this Mortgage, the Assignment and any other Loan Document evidencing or securing the Secured Indebtedness.

32. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever 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.

33. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and if mailed, shall be deemed to be given when sent by registered or certified mail, postage prepaid and addressed to the Mortgagor or the Mortgagee at its address set forth below, or to such other address as the Mortgagor or the Mortgagee may by notice in writing designate as its address for the purpose of notice hereunder:

(a) If to the Mortgagee:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO
231 South LaSalle Street
Attn: Northwest Suburban Office
Chicago, Illinois 60697

With a copy to:

Thomas Van Beckum, Esq.
Law Department
231 South LaSalle Street
Chicago, Illinois 60697

(b) If to the Mortgagor:

372 West Ontario Limited Partnership
444 N. Wells Street
Suite 306
Chicago, Illinois 60610
Attn: Howard R. Conant, Jr.

With a copy to:

Barry H. Braitman
D'Ancona & Pflaum
Suite 3100
30 N. LaSalle Street
Chicago, Illinois 60602

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34. Estoppel Certificate. The Mortgagor shall within ten (10) days of a written request from the Mortgagee furnish the Mortgagee with a written statement, duly acknowledged, setting forth the sums secured by this Mortgage and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Mortgage.

35. Release. Upon payment of the Secured Indebtedness, the Mortgagee shall release this Mortgage and the lien hereof. The Mortgagor shall pay the Mortgagee's reasonable costs incurred in releasing this Mortgage.

36. Future Advances. Upon request of the Mortgagor, the Mortgagee, at the Mortgagee's option; may make Future Advances to the Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage. At no time shall solely the principal amount of the Secured Indebtedness, exceed the sum of \$5,000,000.00 not including interest or sums advanced in accordance herewith to protect the security of this Mortgage.

37. Counterpart Execution. This Mortgage may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

38. Applicable Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the State of Illinois.

39. Declaration of Subordination. At the option of 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 condemnation or eminent domain award) to any and all leases of all or any part of the Property upon the execution by Mortgagee and recording of a unilateral subordination declaration in the appropriate official records of the county in which the Premises are situated.

40. Conflicting Provisions. In the event of a conflict between the provisions of this Mortgage and those of the Loan Agreement (including provisions relating to notice or waiver thereof), those of the Loan Agreement shall govern and prevail over those of this Mortgage.

41. Business Loans. Mortgagor certifies and agrees that the proceeds of the Note secured by this Mortgage will be held for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404(1)(c), and that the principal obligation secured hereby constitutes a "business loan" within the definition and purview of that Section.

42. Indemnity. Except for matters arising solely from the negligent acts or omissions of Mortgagee, Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, losses, damages, claims, expenses (including attorneys' fees and court costs) which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Premises; or the ownership, use, operation or maintenance of the Premises.

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43. Environmental Compliance. Mortgagor hereby represents, warrants and covenants to Mortgagee that:

(a) The Property, and the use and operation thereof, are currently in compliance and will remain in compliance with all applicable laws and regulations (including all environmental, health and safety laws and regulations). All required governmental permits are in effect and will remain in effect.

(b) There are and will be no environmental, health or safety hazards that pertain to any of the Property or the business or operations conducted thereon. No storage, treatment or disposal of hazardous waste or material (collectively, "Hazardous Materials") has or will occur on the Property. (for purposes of these representations and warranties, the term "Hazardous Materials" shall include substances defined as "hazardous substances": or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802; The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; and those substances defined as "hazardous waste" in Section 1003(j) of the Illinois Environmental Protection Act, Ill. Rev. State ch. 111 1/2 Para. 1001 et seq.; and the regulations adopted and publications promulgated pursuant to said laws); The business and all operations conducted on the Property have and will lawfully dispose of their Hazardous Materials.

(c) There are no pending or threatened: (i) actions or proceedings from any governmental agency or any other entity regarding the condition or use of the Property, or regarding any environmental, health or safety law; or (ii) "superliens" or similar governmental actions or proceedings that could impair the value of the Property, or the priority of the lien of this Mortgage or any of the other Loan Documents. Mortgagor will promptly notify Lender of any notices, and any pending or threatened action or proceeding in the future, and Mortgagor will promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Lender.

(d) Any fees, costs and expenses imposed upon or incurred by Mortgagee on account of any breach of this Paragraph shall be immediately due and payable by Mortgagor to Mortgagee upon demand, and shall (together with interest thereon at the Default Rate accruing from the date such fees, costs and expenses are so imposed upon or incurred by Mortgagee) become part of the indebtedness secured by this Mortgage. Mortgagor hereby covenants and agrees to protect, defend, indemnify, and hold harmless Mortgagee from any and all such cost and expenses.

44. Waiver of Homestead. Mortgagor waives any and all right of homestead in the Premises.

45. Trustee Exculpation. This Mortgage is executed by American National Bank and Trust Company of Chicago, not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such trustee (and said trustee in its personal and individual capacity hereby warrants that it as trustee possesses full power and authority to execute this instrument), and is expressly understood and agreed by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any liability on said trustee in its individual capacity, all such liability,

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if any, being expressly waived. However, this waiver shall in no way effect the personal liability of any co-maker or guarantor hereof.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

MORTGAGOR:

American National Bank
and Trust Company of
Chicago, not personally
but solely as trustee

By: [Signature]
Title: [Signature]

ATTEST:

Name: [Signature]
Title: [Signature]

This Instrument was prepared by and should be returned to:

Thomas A. Van Beckum
(Law Department-105-9th Floor)
Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

Permanent Index No.: 17-09-127-016

Common Street Address:
372 West Ontario
Chicago, Illinois

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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1

LOTS 5, 6 AND 7 IN YOUNG'S SUBDIVISION OF PART OF KINGSBURY TRACT IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2.

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS OVER THAT PART OF THE 18 FOOT PRIVATE ALLEY NORTH AND ADJOINING PARCEL 1 LYING EAST OF THE WESTERLY LINE OF LOT 7 EXTENDED NORTH, EXTENDING EASTERLY 175 FEET, MORE OR LESS, TO THE 18 FOOT PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

Property Address: 372 West Ontario
Chicago, Illinois

Permanent Tax No.: 17-09-127-013-0000 (Volume 500)

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Exhibit B

Loan Documents

1. Promissory Note for \$1,250,000 from American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 10, 1986, and known as Trust No. 100670-07 ("Trustee") and 372 West Ontario Limited Partnership, an Illinois limited partnership ("Partnership") to Continental Illinois National Bank ("Bank").
2. Revolving Credit Mortgage and Security Agreement, granting a first lien to property commonly known as 372 West Ontario, Chicago ("Property").
3. Collateral Assignment of Leases and Rents.
4. Line of Credit Agreement between Trustee, Partnership and Bank.
5. Guaranties by Robert Frankel, Howard R. Conant, Jr., and Howard R. Conant, Sr. ("Individual Guarantors").
6. Assignment of Permits, Licenses, and Agreements from Partnership to Bank.
7. Assignment of Construction Contract to Bank.
8. Assignment of Architect Contract to Bank.

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EXHIBIT C

PERMITTED ENCUMBRANCES

1. General real estate taxes not yet due and payable.
2. Encroachments as disclosed by Survey.
3. Lease dated August 20, 1981 and modified by Extension Agreement dated December 12, 1982 between Banka-Mango Design Inc., and Max Wall as authorized agent for Michigan Avenue National Bank of Chicago Trust 1976 with a commencement date of May 1, 1982 and termination date of September 30, 1988.
4. Possible unrecorded utility easements in favor of City of Chicago.
5. Lease dated December 23, 1986 between Standard Dental Laboratories of Chicago, Inc., and American National Bank and Trust Company of Chicago as trustee under Trust No. 100670-07 with a commencement date of January 1, 1967 and termination date of December 31, 1992.
6. Lease dated September 14, 1987 between The Conference Works/Kite and Associates Incorporated and 372 Ontario Limited Partnership as sole beneficiary of American National Bank and Trust Company of Chicago as trustee under Trust No. 100670-07 with a commencement date of November 1, 1987 and termination date of October 31, 1992.

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JOINDER TO SECURITY AGREEMENT CONTAINED IN MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS (MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS MORTGAGOR AND CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS MORTGAGEE) (THE "MORTGAGE") AND ADOPTION AND REMAKING OF COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED THEREIN

FOR VALUE RECEIVED, the undersigned, being sole owner of One Hundred Percent (100%) of the beneficial interest in the Land Trust which is the Mortgagor under the foregoing Mortgage, and the sole holder of the power of direction of said Land Trust, has joined in the execution of, and hereby consents to and joins in the Security Agreement contained in Paragraph 15 of said Mortgage, intending thereby to bind any interest it and its successors and assigns may have in the Premises and the Real Estate described in said Mortgage, any rents, profits and avails of any leases or other agreements relating to any or all of the Real Estate, the Premises, or the other Collateral described in said Mortgage, and any and all personal property and other Collateral described in said Mortgage, as fully and with the same effect as if the undersigned were named as the Debtor in the Security Agreement contained in said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed as of the 13th day of September, 1987.
October

372 WEST ONTARIO LIMITED
PARTNERSHIP

By: Howard R. Conant, Jr.
Howard R. Conant, Jr.,
the general partner

STATE OF ILLINOIS)
COUNTY OF Cook)

I, JACQUELINE A. FLYNN, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Howard R. Conant, Jr., personally known to me to be the same person whose name is subscribed to the foregoing instrument as the general partner of 372 West Ontario Limited Partnership, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Deluxe Candy Limited Partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3th day of September, 1987.
October

Jacqueline A. Flynn N.Y.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

My Commission Expires: 1987 OCT 19 PM 3:32

August 12 - 1988

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STATE OF ILLINOIS)
COUNTY OF Cook)

KUWA SWIDENY

I, _____, a Notary Public,
in and for the County and State aforesaid, DO HEREBY CERTIFY
that Peter Janssen and _____
personally known to me to be the same persons whose names are,
respectively, as _____
and _____ of American National Bank and Trust
Company of Chicago, a national banking association, not
personally but solely as trustee under Trust Agreement dated
December 10, 1986 and known as Trust No. 100670-07, subscribed
to the foregoing instrument, appeared before me this day in
person and severally acknowledged to me that they, being
thereunto duly authorized, signed, sealed with the corporate
seal association and delivered said instrument as the free and
voluntary act of said association as Trustee aforesaid, and as
their own free and voluntary act, for the uses and purposes
therein set forth.

GIVEN under my hand and notarial seal this _____
day of September, 1987.

[Signature]
Notary Public

My Commission expires:



Property Clerk's Office

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