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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage"), made this 15th day of October, 1987, between Lend Lease Trucks Inc., a Delaware corporation, whose address is 7700 France Avenue, Minneapolis, Minnesota 55435 (hereinafter referred to as "Borrower"), and GENERAL MOTORS ACCEPTANCE CORPORATION, a New York corporation, with offices at 3500 West 80 Street, Suite 200, Minneapolis, Minnesota 55431 (hereinafter referred to as "Lender").

W I T N E S S E T H:

Borrower owns certain property situated in the County of Cook and State of Illinois which is more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Mortgaged Premises"). Lender has agreed to loan to Borrower the principal sum of ONE Hundred Million Dollars (\$100,000,000) under such terms and conditions as are set forth in a certain loan agreement of even date herewith ("Loan Agreement") between Borrower and Lender. Such loan (hereinafter referred to as the "Loan") is to be secured by certain "Collateral," as such term is defined in the Loan Agreement. The Mortgaged Premises constitutes a part of such Collateral.

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To evidence the Loan, Borrower has executed and delivered, or has agreed to execute and deliver, to Lender a certain note, dated the date hereof (the "Note") in the principal amount of ONE Hundred Million Dollars (\$100,000,000), from Borrower to Lender, to be secured in part, by the Mortgaged Premises. A copy of the Note is attached hereto as Exhibit C and thereby incorporated herein.

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As further security for the Loan, Borrower has executed and delivered to Lender an Assignment of Leases, Rents, Income and Profits relating to the Mortgaged Premises, and certain other documents evidencing, securing and relating to the Loan (hereinafter all such documents executed and delivered by Borrower to Lender in connection with the Loan, including without limitation the Loan Agreement and the Note, are collectively referred to as the "Loan Documents").

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Borrower, in order to secure the Note and the payment and performance of all indebtedness and other obligations of Borrower to Lender, under the Loan Documents or otherwise, of every kind, nature and description, whether direct or indirect, whether now due and owing, or which may hereafter, from time to time, be or become due and owing, whether heretofore or hereafter created or arising, whether contingent or otherwise, whether several, joint or joint and several (hereinafter collectively referred to as the "Obligations") and the performance of the covenants herein contained, hereby mortgages and warrants and sells, conveys, assigns and grants the Mortgaged Premises unto Lender, its successors and assigns;

TOGETHER WITH all right, title and interest which the Borrower now has or may hereafter acquire therein or thereto, all and singular the appurtenances, rights, privileges and easements in anywise appertaining thereto, and all right, title and interest of the Borrower in and to any adjoining street or alley to the center line thereof; and

TOGETHER WITH all buildings and improvements now or hereafter located thereon, and all fixtures, personal property and equipment used in connection with the buildings and other facilities located upon the Mortgaged Premises, including without limitation, all gas and electrical fixtures, electrical refrigeration equipment, air-conditioning equipment, ice-making equipment, radiators, oil burners, boilers, stokers, and other plumbing, cooling, and heating fixtures, equipment and appliances, elevators, awnings, screens, window shades, storm windows and storm doors, floor coverings, lighting fixtures, built-in appliances, power pumps, water softeners, water heaters, pressure tanks and equipment and incinerators, dynamos, compressor engines and other machinery, fans and blowers, whether or not the same shall have been attached to the Mortgaged Premises, and all renewals, replacements and substitutions thereof and additions thereto, all rights, titles and interests of Borrower in and to all timber to be cut from the Mortgaged Premises and all minerals in, under and upon, produced or to be produced from said Mortgaged Premises; and without limitation of the foregoing, any and all rights, rents, revenues, benefits, leases, contracts, accounts, tenements, hereditaments and appurtenances now or hereafter owned by Borrower and appertaining to, generated from, arising out of or belonging to the above described properties or any part thereof, but excluding equipment and other personal property owned by tenants of the Mortgaged Premises;

TO HAVE AND TO HOLD the Mortgaged Premises, with all of the tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in anywise now or hereafter appertaining thereto, for the use and benefit of Lender.

Borrower does hereby covenant, promise and agree to and with Lender, which covenants, promises and agreements shall, to the extent permitted by law, be deemed to run with the land, as follows:

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1. This Mortgage is given as security for the performance and observance of the covenants, promises and agreements herein contained, and to secure to Lender the payment and performance of the Obligations, and to secure all extensions and renewals thereof, and for the payment of any and all indebtedness, obligations and liabilities whatsoever of Borrower to Lender, whether now existing or hereafter arising, and howsoever evidenced or acquired (all of such indebtedness, obligations and liabilities being hereafter sometimes collectively called the "Mortgage Indebtedness").

2. Borrower will pay and perform all of its Obligations to Lender according to the terms of the Loan Documents and other instruments or agreements evidencing the Obligations, and will also pay all other sums secured hereby and will keep and perform all of the covenants, promises and agreements in this Mortgage and in all other agreements evidencing or securing the repayment of the Mortgage Indebtedness in the manner as herein or therein set forth.

3. Borrower represents and warrants that Borrower has good and indefeasible title to the entire Mortgaged Premises in fee simple and with good right and full power to sell, mortgage and convey the same; that the Mortgaged Premises are free and clear of all easements, restrictions, liens and encumbrances, except as set forth on Exhibit B hereto, and Borrower will warrant and defend the Mortgaged Premises against all lawful claims and demands whatsoever. Borrower shall not, without the prior written consent of Lender, create, place, suffer or permit to be created or placed or acquiesce in the placing of or allow to remain, whether through any act or any failure to act, any mortgage, pledge, lien (statutory, constitutional or contractual), deed of trust, security interest, encumbrance, charge or conditional sale or other title retention agreement, regardless of whether same are expressly subordinate to the lien of this Mortgage, against the Mortgaged Premises, other than the matters set forth on Exhibit B. Lender's consent to the placing of a further encumbrance on the Mortgaged Premises may be granted or withheld in its sole and unfettered discretion.

4. No building or other improvement on any part of the Mortgaged Premises shall be removed, demolished, or altered in such a way as to materially reduce its value without the prior written consent of Lender, which consent may be granted or withheld in Lender's sole and unfettered discretion.

5. Borrower shall pay when due, and before any interest, collection fees or penalties shall accrue, all real estate taxes, special assessments, water and sewer charges or other governmental charges and impositions levied or assessed with respect to the Mortgaged Premises or any part thereof and shall furnish proof of payment thereof to Lender at least ten (10) days prior to the due date therefor each year. Should Borrower fail to pay such taxes, special assessments, water and sewer charges or other governmental charges or impositions, Lender may, at its option, pay the same for the account of Borrower.

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6. Borrower shall also pay any and all other obligations, liabilities or debts which may become liens, security interests or encumbrances upon or charges against the Mortgaged Premises for any repairs or improvements that are now or may hereafter be made thereon, and shall not permit any lien, security interest, encumbrance or charge of any kind to accrue or remain outstanding against the Mortgaged Premises or any part thereof, or any improvements thereon, except for materialmen's liens which are not material in amount when compared with the value of the Mortgaged Premises and which are released or discharged within thirty (30) days from their attachment; provided, however, that at Lender's request Borrower shall post with Lender sufficient security satisfactory to Lender for the payment thereof (with interest, costs and penalties), under written agreement conditioning repayment of such security to Borrower upon the bonding, release or discharge of such liens and providing that if such liens are not bonded or discharged within thirty (30) days from their attachment, Lender shall have the right to use such security to pay the same if Lender reasonably believes that the continuance of such liens impairs Lender's security.

7. Borrower will keep the Mortgaged Premises and all improvements thereon in good order and repair, and Borrower expressly agrees that it will not do or permit waste on said Mortgaged Premises, nor do any other act whereby the Mortgaged Premises hereby conveyed will become less valuable or the lien granted hereby may be impaired. Should Borrower fail to effect the necessary repairs, Lender may, at its option, make such repairs for the account of Borrower.

8. Borrower shall pay promptly when due all indebtedness secured by any mortgage, pledge, lien, deed of trust, security interest, charge or conditional sale or other title retention agreement or other encumbrance which is prior to the lien of this Mortgage, and Borrower shall perform all of its obligations under such prior mortgage or other encumbrance and keep and observe all of the covenants, promises and agreements to be kept and performed by Borrower thereunder in the manner set forth therein.

9. (a) Borrower shall keep the buildings on the Mortgaged Premises, or which may hereafter be erected thereon, constantly insured for the benefit of Lender until the Mortgage Indebtedness and all interest thereon hereby secured and all of the amounts due hereunder are fully paid, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement and the risks of vandalism, malicious mischief and sprinkler leakage. Such insurance shall be written by a company having the highest rating, as reflected in the current issue of "Best's Insurance Guide," from time to time, and shall insure the improvements on the Mortgaged Premises in an amount equal to the replacement cost of the improvements against such hazards, in such form, and issued by such companies as shall have been approved by Lender in writing.

In addition, Borrower shall obtain and maintain general public liability and property damage insurance with such insurers of recognized responsibility as are acceptable to Lender and in such amounts as shall be acceptable to Lender.

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If and to the extent that all or a portion of the Mortgaged Premises is located within an area that has been or is hereafter designated or identified as an area having special flood hazards by the Secretary of Housing and Urban Development or by such other official as shall from time to time be authorized by federal or state law to make such designation pursuant to the National Flood Insurance Act of 1968 as such Act may from time to time be amended and in effect, or pursuant to any other national or state program of flood insurance, Borrower shall carry flood insurance with respect to such portion in amounts not less than the maximum limit of coverage then available with respect to such portion pursuant to any and all national and state flood insurance programs or in the amount of the Mortgage Indebtedness, whichever is less.

Each insurance policy issued in connection with the Mortgaged Premises shall provide, by way of endorsement, riders or otherwise, that proceeds will be payable to Borrower and Lender as their interests may appear and that the issuer of such policy will notify Lender at least fifteen (15) days before the policy lapses or terminates. All renewal and substitute policies of insurance shall be delivered at the office of Lender, premiums paid, at least thirty (30) days before termination of policies theretofore delivered to Lender.

(b) Should Borrower fail to insure or fail to pay the premiums thereon, or fail to deliver the policies or renewals thereof as provided above, Lender, at its option, may have such insurance written or renewed and pay the premiums thereon for the account of Borrower.

(c) Subject to the rights of holders of prior liens, if any, and except as provided otherwise in Paragraph 10 below, Lender is authorized and empowered, at its option, to adjust or compromise any loss covered by any insurance policy on the Mortgaged Premises, to collect and receive the proceeds from any such policy, and, after deducting from said proceeds the expenses incurred by Lender in the collection or handling thereof, to apply the remaining proceeds, at its option: (i) against the Mortgage Indebtedness, or any part thereof, whether matured or unmatured; (ii) to fulfill any of the covenants contained herein as Lender shall determine; (iii) to replace or restore the Mortgaged Premises to a condition satisfactory to Lender; or (iv) to release said proceeds to Borrower for purposes of restoration and repair of the Mortgaged Premises under such terms and conditions as Lender shall deem proper.

(d) Lender is hereby irrevocably appointed by Borrower as attorney and agent-in-fact of Borrower, to assign any policy to itself or its nominees in the event of foreclosure of this Mortgage, or other extinguishment of the Mortgage Indebtedness, except upon payment in full thereof.

(e) Borrower shall also provide for the benefit of Borrower and Lender such other insurance as Borrower may require in connection with the Mortgaged Premises and the operations thereon, including, without limitation, worker's compensation insurance.

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10. If the Mortgaged Premises shall be damaged by casualty, Borrower shall have the right to have the insurance proceeds payable as a result thereof used to restore, repair, replace or rebuild the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such casualty; provided, however, that for any claims made in excess of \$10,000 (i) Borrower shall furnish to Lender evidence satisfactory to Lender that the insurance proceeds together with such additional sums as shall be deposited by Borrower with Lender shall be sufficient to accomplish such restoration; (ii) the insurance proceeds and funds deposited by Borrower are paid to Lender and disbursed in accordance with such procedures as Lender may require in its discretion so as to assure lien-free completion of the work; (iii) Borrower pays Lender's expenses in connection with the foregoing; (iv) no default then exists hereunder or under any of the Loan Documents; and (v) such casualty shall have occurred at least twelve (12) months prior to the date when the Note is to be paid in full.

11. Borrower hereby assigns the entire proceeds of any award or payment to Lender resulting from any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Mortgaged Premises by any public or quasi-public authority or corporation; said condemnation award or payment may be applied in such proportions and priority as the Lender, in Lender's sole discretion, may elect, to the Mortgage Indebtedness, whether or not then due and payable, on such terms as Lender may specify, to be used for the sole purpose of altering, restoring or rebuilding any part of the Mortgaged Premises. In the event of any rebuilding, and only to the extent not required for such rebuilding, as determined by Lender, that portion of any such award which is intended as reimbursement for interruption of Borrower's business shall be paid to Borrower. If, subsequent to the effective date of such taking, but prior to the receipt by Lender of such award or payment, the portion of the Mortgaged Premises not so taken shall have been sold as a result of the foreclosure of this Mortgage, Lender shall have the right to receive such award or payment to the extent of the deficiency found to be due upon such sale, with interest thereon at the default rate set forth in the Note, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, plus reasonable attorneys' fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment. Lender is hereby appointed attorney-in-fact by Borrower, and as such is duly authorized and empowered to negotiate the amount of the award, receive, receipt for, discharge and satisfy any such award, judgment and/or payment, whether joint or several, on behalf of Borrower, which receipt, discharge and satisfaction shall be as legally effective and binding as if given directly by Borrower; provided, however, that nothing herein contained shall deprive Borrower of the right to contest either the necessity of such condemnation or the value placed on the Mortgaged Premises.

12. From and after any Event of Default (as defined in Paragraph 17 of this Mortgage) by Borrower hereunder, Borrower shall, at Lender's request, pay to Lender in monthly installments (which payments are in addition to the

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payments of interest and principal due under the Note) a sum equal to 1/12th of the estimated annual cost of all taxes, assessments and governmental impositions of every kind and nature levied on the Mortgaged Premises, which monthly payments shall be credited to an escrow account, which shall be in the name of Lender. From and after any Event of Default by Borrower hereunder, Borrower shall also pay to Lender in monthly installments a sum equal to 1/12th of the estimated annual cost of all insurance premiums on the policies referred to in Paragraph 9 hereof, which monthly payments shall be credited to an escrow account which shall be in the name of Lender. The amount of the estimated monthly payments under this Paragraph 12 shall be adjusted from time to time at the option and within the discretion of Lender, so that the amount deposited by Borrower shall approximate the total sum required annually for taxes and assessments. This adjustment shall be made by Lender, and any deficiencies shall be paid by Borrower within ten (10) days following demand. If the funds in the escrow account shall be insufficient to pay such taxes and assessments or insurance premiums, as applicable, Lender shall have the right to advance such amounts as shall be required to pay such taxes and assessments and insurance premiums in full, and Lender shall have all rights reserved in Paragraphs 13 and 14 hereof. In no event shall the provisions of this Paragraph relieve Borrower from its primary obligation for the payment of the taxes and other governmental impositions which Borrower is required to pay. Borrower shall have the right to contest in good faith any of such taxes, assessments and governmental impositions upon posting with Lender sufficient security satisfactory to Lender, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested taxes, assessments and governmental impositions upon the determination of such contest or prior thereto if the continuance of such contest shall put the Mortgaged Premises in jeopardy of tax sale or forfeiture.

13. The failure of Borrower to pay any taxes or assessments assessed against the Mortgaged Premises or any installment thereof, or any premiums payable with respect to any insurance policy covering the Mortgaged Premises shall constitute waste. Borrower hereby consents to the appointment of a receiver should Lender elect to seek such relief in order to prevent or lessen any waste.

14. Borrower shall pay to Lender, upon demand, all sums expended by Lender for:

- (a) The payment of taxes and insurance premiums;
- (b) The maintenance, repair, improvement or upkeep of the Mortgaged Premises, whether expended by Lender or any receiver appointed at the request of Lender, unless such sums shall be paid out of the rents, income and profits from the Mortgaged Premises;
- (c) The defense of the lien of this Mortgage as a first lien against the Mortgaged Premises;

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(d) The discharge of any lien or encumbrance affecting the Mortgaged Premises which shall be or is alleged to be superior to the lien of this Mortgage, other than the matters set forth on Exhibit B;

(e) The curing of any default of Borrower under any prior encumbrance or land contract upon or in regard to any portion of the Mortgaged Premises or under any lease or other agreement covering the Mortgaged Premises; or

(f) The curing of any default of Borrower hereunder or under the Loan Documents.

All such expenditures as shall be made by Lender hereunder or pursuant to any other provision of this Mortgage or the Loan Documents, including any reasonable attorneys' fees incurred by Lender in connection with the foregoing, shall be secured by this Mortgage, and shall bear interest at the default rate of interest set forth in the Note from the date of disbursement by Lender to the date of repayment.

15. In the event any tax shall be due or become due and payable to the United States of America, the State of Illinois, or any political subdivision thereof with respect to the execution and delivery or recordation of this Mortgage, the Loan Documents, or any other instrument or agreement evidencing or securing repayment of the Mortgage Indebtedness or the interest of Lender in the Mortgaged Premises, Borrower shall pay such tax at the time and in the manner required by applicable law, and Borrower shall hold Lender harmless and shall indemnify Lender against any liability of any nature whatsoever as a result of the imposition of any such tax; provided, however, that if it shall be unlawful for Borrower to pay such tax or to reimburse Lender for such tax, or if it shall render the interest charged Borrower usurious, then Lender may, at its option, upon written notice to Borrower, require the entire unpaid balance of the Mortgage Indebtedness to be paid in full, notwithstanding anything contained in the Loan Documents to the contrary.

16. Borrower does hereby sell, assign, transfer and set over to Lender all of its right, title and interest in and to all leases, tenancy, occupancy, use or license agreements (hereinafter collectively referred to as "leases"), existing as of the date hereof, if any, or hereinafter executed covering all or any part of the Mortgaged Premises, including any oil, gas or mineral leases, together with any and all extensions and renewals of any of said leases, and all of the rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing thereunder and also together with any and all guarantees of the lessee's obligations under said leases, and any and all extensions and renewals thereof, and all monies payable thereunder, to have and to hold unto said Lender as security for the Mortgage Indebtedness. This assignment shall continue and remain in full force and effect during any foreclosure proceedings relating to this Mortgage, and also during the period of redemption, if any, and until all sums secured by this Mortgage, together

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with interest thereon, shall have been paid in full. All monies received by Lender pursuant to this Paragraph shall be applied, at the option of Lender, in the manner hereinafter provided for the use of such funds, if paid to a receiver appointed to manage the Mortgaged Premises, or in the manner hereinafter provided for the application of proceeds from sale of the Mortgaged Premises in the event of foreclosure. This assignment of leases and rentals contained herein shall be deemed to be in addition to, and not in contravention of, any separate assignment of leases.

With respect to any and all leases covering the Mortgaged Premises, Borrower shall:

(a) Comply with any and all of the landlord's obligations thereunder.

(b) From and after demand by Lender give Lender promptly a copy of each and any notice of default under any lease which is received from or sent to any tenant.

(c) Give Lender the right, at Lender's sole discretion, and without obligation to do so, to cure any defaults of Borrower as landlord under such leases.

(d) Maintain adequate means of ingress and egress to the Mortgaged Premises for any and all tenants, and their invitees, and not voluntarily to change the facilities of ingress and egress to the Mortgaged Premises without the written consent of Lender.

Lender hereby grants to Borrower the right to collect the rents and other amounts due under such leases and to use such funds for its purpose, except in the event of an "Event of Default" as such term is defined in Paragraph 17 hereof provided that the existence of such right shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Borrower, and any such subsequent assignment shall be subject to the rights of the Lender under this Mortgage. Borrower further agrees to execute and deliver such assignments of leases or assignments of land purchase contracts as Lender may from time to time request. Upon the occurrence of an Event of Default (1) the Borrower agrees, upon demand, to deliver to the Lender all leases, as defined in this Paragraph 16, and any other agreements for the ownership or occupancy of any part of the Mortgaged Premises, with such additional assignments thereof as the Lender may request and Borrower agrees that the Lender may assume the management of the Mortgaged Premises and collect the rents and other income therefrom, and apply the same to the payment of the Mortgaged Indebtedness after deducting all costs of collection and administration, and (2) the Borrower hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Mortgaged Premises to pay all rents and other income due under said leases and any other agreements for the ownership or occupancy of any part of the Mortgaged Premises to the Lender upon request of the Lender. Borrower hereby appoints

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Lender as its true and lawful attorney in fact to manage said property and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto said Lender and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that (i) this power of attorney and assignment of rents shall not be construed as an obligation upon said Lender to make or cause to be made any repairs that may be needful or necessary and (ii) Lender agrees that except in the event of an Event of Default, Lender shall permit Borrower to perform the aforementioned management responsibilities. Upon Lender's receipt of such rents and other income of said Mortgaged Premises, at Lender's option, it may pay: (1) reasonable charges for collection hereunder, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes and insurance premiums, and (3) the balance of such rents and other income to the Mortgage Indebtedness. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Upon the occurrence of an Event of Default, Lender shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all leases of the Mortgaged Premises, or any part thereof, now existing or hereafter made, and apply the same to the payment of the Mortgage Indebtedness after deducting all costs of collection and administration.

Nothing herein contained shall be construed as constituting the Lender a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Premises by the Lender. Nothing contained in this Mortgage shall be construed as imposing on Lender any of the obligations of the lessor under any lease, or sublessor of any sublease of the Mortgaged Premises in the absence of an explicit assumption thereof by Lender. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by Borrower.

17. Any of the following occurrences shall be deemed an Event of Default hereunder, and shall entitle Lender to exercise its remedies hereunder or as otherwise provided by law:

(a) Failure by Borrower to (i) pay any amount owing under the Loan Agreement or under the Note when such amount is due if such failure continues for five (5) days after such due date or (ii) pay any other monetary Obligations when due if such failure continues for ten (10) days after written demand therefor by Lender.

(b) Failure by Borrower to observe or perform any material term, covenant, condition, agreement or obligation to be observed or performed by it hereunder and (i) such failure arises out of the granting or

allowing by Borrower, without the prior written consent of Lender, of any further mortgage, lien or encumbrance, whether prior or subordinate to this Mortgage, to attach to the Mortgaged Premises, except for such encumbrances as are set forth on Exhibit B attached hereto or are permitted under Paragraph 7 hereof; or (ii) such failure arises out of any other act or failure to act of Borrower which adversely affects the lien granted hereby; or (iii) such failure arises other than under the circumstances set forth in clauses (i) and (ii) above and continues for thirty (30) days after written notice of such failure from Lender.

(c) Any default under, or institution of foreclosure or other proceedings to enforce, any prior or junior mortgage, land contract, security interest, lien or encumbrance of any kind upon the Mortgaged Premises or any portion thereof.

(d) Any sale, lease, exchange, assignment, conveyance, articles of agreement for deed, transfer of possession or other disposition of the Mortgaged Premises or any interest therein or any part thereof by Borrower (including an assignment of beneficial interest in any trust holding title to the Mortgaged Premises if the Mortgaged Premises are held in trust, or, if the Mortgaged Premises are owned by a partnership, or joint venture, an assignment of thirty (30%) percent or more in the aggregate of the partnership or joint venture interests in such partnership or joint venture, or an assignment of thirty (30%) percent or more in the aggregate of the partnership or joint venture interests in a partnership or joint venture which holds a beneficial interest in a trust which owns the Mortgaged Premises, or if the Mortgaged Premises are owned by a corporation, a sale, transfer or assignment of thirty (30%) percent or more of the capital stock of such corporation) without the prior written consent of Lender, Lender having made the loan secured hereby on the basis of Borrower's integrity, financial ability and relationship with Lender.

(e) The occurrence of any event deemed to be an Event of Default under any of the Loan Documents.

18. Immediately upon the occurrence of any Event of Default referred to above in Paragraph 17, Lender shall have the option, in addition to and not in lieu of or in substitution for, all other rights and remedies provided by law, to do any or all of the following:

(a) Declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by Borrower to Lender pursuant to this Mortgage, and the Loan Documents or otherwise, immediately due and payable and collect the same at once by foreclosure or otherwise, without notice of broken covenant or condition.

(b) Cause to be brought down to date an abstract or abstracts and tax histories of the Mortgaged Premises, procure title insurance, title reports, or, if necessary, procure new abstracts and tax histories.

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(c) With appropriate process of law, if required, enter upon and take immediate possession of the Mortgaged Premises, expel and remove any persons, goods or chattels occupying or upon the same, receive all rents, and issue receipts therefor, manage, control and operate the Mortgaged Premises as fully as Borrower might do if in possession thereof, including, without limitation, the making of all repairs and replacements deemed necessary by Lender and the leasing of the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Premises, apply the remaining net income, if any, to the Mortgage Indebtedness or upon any deficiency decree entered in any foreclosure proceeding. At the option of Lender, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to Borrower at the address of Borrower last appearing on the records of Lender. Borrower agrees to surrender possession of the Mortgaged Premises to Lender immediately upon the occurrence of an event of default. If Borrower shall remain in physical possession of the Mortgaged Premises, or any part thereof, after any such default, such possession shall be as a tenant at sufferance of Lender, and Borrower agrees to pay to Lender, or to any receiver appointed as provided below, after such default, a reasonable monthly rental for the Mortgaged Premises, or the part thereof so occupied by Borrower, to be applied as provided above in the first sentence of this subparagraph, and to be paid in advance on the first day of each calendar month, and, in default of so doing, Borrower may be dispossessed by the usual summary proceedings. In the event Borrower shall so remain in possession of all, or any part of, the Mortgaged Premises, said reasonable monthly rental shall be in amounts established by Lender in its sole discretion. This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

(d) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect Borrower's liabilities. In the event of the commencement of any such suit by Lender, Lender shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of Borrower at the time of application and without regard to the then value of the Mortgaged Premises or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Premises. Such receiver shall have the power to collect the rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect the rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Premises. The court

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before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of the Mortgage Indebtedness. In case of a sale pursuant to foreclosure, the premises may be sold as one parcel.

(e) Upon the occurrence of any event of default, Lender is hereby authorized and empowered to grant, bargain, sell, release and convey the Mortgaged Premises, either in whole or in parcels, at public auction or vendue, and to execute and deliver to the purchaser or purchasers at such sale good and sufficient deeds of conveyance in law, pursuant to the statute of the State of Illinois in such case made and provided, and apply the proceeds of such sale in the manner set forth in Paragraph 21 hereof. If the Mortgaged Premises consists of more than one parcel, Lender shall be under no duty to marshal its lien with respect to the various parcels.

(f) Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State in which the Mortgaged Premises is located (including all rights of a secured party under the Uniform Commercial Code of the State of Illinois), accruing to a lender and/or secured party upon a default by a borrower and/or debtor or otherwise available at law or in equity or under the other agreements.

Waiver. Borrower hereby voluntarily, intelligently and knowingly waives all rights under the constitution and laws of the United States and under the constitution of the State of Illinois to all notices and to a hearing prior to sale in connection with the above-mentioned foreclosure by advertisement, except as set forth in any Illinois statute providing for foreclosure by advertisement.

19. Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of the Mortgage Indebtedness (and allowed in any decree for sale of the Mortgaged Premises or in any judgment rendered upon this Mortgage or the Note, or any of the Obligations) the following: all of the costs and expenses of taking possession of the Mortgaged Premises and of the holding, using, leasing, maintaining, repairing, improving and selling the same, including, without limitation, the costs, charges, expenses and attorneys' fees specified in Paragraph 20 hereof; receiver's fees; any and all expenditures which may be paid or incurred by or on behalf of Lender for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates and similar data and assurances with respect to the title to the Mortgaged Premises; all prepayment or like premiums, if any, provided for in the Note or the Loan Agreement; and all other fees, costs and expenses which Lender deems necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title to or of the value of the Mortgaged Premises. All such costs, charges, expenses, fees and other expenditures shall be a part of the Mortgage Indebtedness,

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secured by this Mortgage, payable on demand and shall bear interest at the highest rate set forth in the Note (upon monies due after a default thereunder) from the date of Lender's payment thereof until repaid to Lender.

20. If foreclosure proceedings are instituted upon this Mortgage, or if Lender shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to this Mortgage, the Note, the Loan Documents, or the Mortgage Indebtedness or if Lender shall incur or pay any expenses, costs, charges or attorneys' fees by reason of the employment of counsel for advice with respect to this Mortgage, the Note, the Loan Documents, or the Mortgage Indebtedness, and whether in court proceedings or otherwise, such expenses and all of Lender's reasonable attorneys' fees shall be part of the Mortgage Indebtedness, secured by this Mortgage, payable on demand and shall bear interest at the rate provided for in the Note (upon monies due after a default thereunder) from the date of Lender's payment thereof until repaid to Lender.

21. The proceeds of any foreclosure sale of the Mortgaged Premises (whether such foreclosure is by court action or by advertisement) shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 19 hereof, secondly, to the balance of the Mortgage Indebtedness, thirdly, to the payment of any indebtedness or obligation secured by a subordinate lien on the Mortgaged Premises, and the surplus, if any, to Borrower.

22. In the event of the commencement of judicial proceedings to foreclose this Mortgage, Borrower, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Mortgaged Premises subsequent to the date of this Mortgage: (i) does hereby expressly waive any and all rights of appraisal, valuation, stay, extension, moratorium and (to the extent permitted by law) redemption from sale under any order or decree of foreclosure of this Mortgage; and (ii) does hereby agree that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to purchaser at such sale a deed conveying the Mortgaged Premises, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

23. Lender shall have the right from time to time to sue for any sums, whether interest, principal or any other sums required to be paid by or for the account of Borrower under the terms of this Mortgage, the Note, the Loan Documents or the Mortgage Indebtedness, as the same become due under this Mortgage, the Note, the Loan Documents or the Mortgage Indebtedness, and for any other of Borrower's liabilities which shall become due, without prejudice to the right of the Lender thereafter to foreclose or bring an action of foreclosure, or any other action, for a default or defaults by the Borrower existing at the time such earlier action was commenced. Nothing in

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this Mortgage shall be so construed as to prevent Lender from having and taking every legal step and means to enforce payment of the Note without having first caused the foreclosure of the Mortgaged Premises.

24. In the event ownership of the Mortgaged Premises or any part thereof becomes vested in a person or persons other than Borrower, Lender may, without notice to Borrower, declare the Mortgage Indebtedness immediately due and payable (unless Lender shall have consented to such transfer), or Lender may deal with such successor or successors in interest with reference to this Mortgage, in the same manner as with Borrower, without in any way releasing, discharging or otherwise affecting the liability of Borrower hereunder, or for the Mortgage Indebtedness hereby secured. No sale of the Mortgaged Premises, no forbearance on the part of Lender, no extension of the time for the payment of the Mortgage Indebtedness or any change in the terms thereof consented to by Lender, shall, in any way whatsoever, operate to release, discharge, modify, change or affect the original liability of Borrower herein, either in whole or in part, nor shall the full force and effect of this lien be altered thereby.

25. Borrower does hereby expressly waive and renounce the benefit of all laws now existing or that may hereafter be enacted requiring the appraisal of the Mortgaged Premises before any sale thereof pursuant to foreclosure proceedings. Upon any foreclosure sale of the Mortgaged Premises, the same may be offered for sale in its entirety, or in parcels, or both at the election of Lender, and, if offered in parcels, the same may be divided as Lender may elect. Borrower hereby waives the right to require any such sale to be made in parcels, or the right to select such parcels or to have any court of competent jurisdiction set a minimum bid price for the Mortgaged Premises or any part thereof. Borrower also waives any requirement that Lender marshal assets.

26. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois, or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed separate from, but shall not invalidate, any other provisions of this Mortgage.

27. No waiver by Lender of any right or remedy granted hereunder shall affect or extend to any other right or remedy of Lender hereunder, nor affect the subsequent exercise of the same right or remedy by Lender for any further or subsequent default by Borrower hereunder, and all such rights and remedies of Lender hereunder are cumulative.

28. Borrower shall execute, acknowledge and deliver any and all such further acts, conveyances, documents, mortgages and assurances as Lender may reasonably require for accomplishing the purpose hereof forthwith upon the request of Lender, whether in writing or otherwise.

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29. As further security for all indebtedness hereunder, Borrower hereby grants to Lender a security interest under the Illinois Uniform Commercial Code in and to all of Borrower's fixtures and equipment, building materials, building components, tools and equipment, including fixtures and equipment located upon the Mortgaged Premises, whether or not installed or attached, and all personal property of Borrower of every kind and nature whatsoever related thereto or useable in connection therewith, including all permits, licenses, bonds, deposits, contract rights and general intangibles, and Borrower agrees to execute any financing statements required by Lender to protect its security interest in said fixtures and equipment under the provisions of said Uniform Commercial Code. This provision is in addition to, and not in lieu of, any separate security agreement.

30. Any designation contained herein, or in the Loan Documents, which authorizes Lender to act on behalf of Borrower as its attorney, agent or attorney-in-fact, shall be deemed a power coupled with an interest, and shall not be revocable so long as the Mortgage Indebtedness shall not have been satisfied.

31. Any notice which Lender may give or is required to give under this Mortgage or otherwise shall be conclusively deemed to have been given (a) upon personal delivery of such notice to the address of Borrower set forth in the unnumbered paragraph on the top of the first page hereof or (b) upon the date when such notice is deposited in the United States mail, via certified mail, return receipt requested with postage prepaid and addressed to such address (unless and until Borrower advises Lender in writing of a change in such address).

32. Borrower shall immediately deliver to Lender copies of all notices received by it from any holder of any prior or junior mortgage, land contract, security interest, lien or encumbrance of any kind upon or affecting the Mortgaged Premises or any portion thereof.

33. This Mortgage shall include each and every one of the terms and conditions of the Loan Documents, which are hereby incorporated herein by reference. It is specifically agreed between Borrower and Lender that a default by Borrower under this Mortgage or the Note shall be a default under all of the Loan Documents. It is also expressly agreed that this Mortgage and the Loan Documents shall also secure, in addition to the payments, obligations and credits referred to above, all sums, indebtedness and liabilities of any and every kind now or hereafter owing, and to become due from Borrower to Lender, howsoever created, incurred, evidenced or acquired or arising, whether under this Mortgage or the Loan Documents or any other instruments, obligations, contracts, agreements or dealing of any and every kind, now or hereafter existing or entered into between Borrower and Lender and otherwise, and whether direct, indirect, primary, secondary, fixed or contingent.

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34. This Mortgage shall secure not only the Obligations but also such future advances, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made within eighteen (18) months from the date hereof to or for the benefit of Borrower to the same extent as if such future advances were made on the date of the execution hereof, although there may be no advance made at the time of the execution hereof or of the other Loan Documents and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Five Hundred Million Dollars (\$500,000,000), plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Premises, with interest on those disbursements.

35. This Mortgage shall be binding upon the signatories hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and any subsequent owners of the Mortgaged Premises, and shall inure to the benefit of Lender, its successors and assigns.

36. Upon payment to Lender of (a) all sums owed under the Note, including interest, (b) all fees, charges, costs and expenses described in Paragraphs 19 and 20 hereof, (c) any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Premises or otherwise for the protection or preservation of the security of the lien hereby granted, and (d) any other indebtedness secured by this Mortgage, then this Mortgage and the estate hereby granted shall cease, terminate and become void, and said Mortgage shall thereupon be released by Lender at the cost and expense of Borrower (all claims for statutory penalties, if any, in case of Lender's failure to so release being hereby waived).

37. The Loan evidenced by the Note and secured by this Mortgage is a New York transaction and the Note and Loan Agreement shall be governed by the laws of the State of New York, where the proceeds of the Loan have been advanced, but the laws of the State of Illinois shall govern the enforceability of this Mortgage and the remedies hereunder in the event of any default by Borrower hereunder.

38. Borrower hereby states and warrants that the Loan is solely for business or commercial purposes, other than agricultural purposes, and are not for consumer or household purposes.

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EXHIBIT A

Land situated in the County of Cook, Illinois, more particularly described as follows:

A PARCEL OF LAND COMPRISING PART OF THE NORTH WEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE 33 FEET NORTH OF THE SOUTH LINE AND 1303.68 FEET WEST OF THE EAST LINE OF SAID NORTH WEST QUARTER OF SAID SECTION 29, AND RUNNING THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 460.71 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A TRACT CONVEYED BY DEED RECORDED OCTOBER 24, 1962 AS DOCUMENT NUMBER 18 627 139; THENCE SOUTH WESTERLY ALONG SAID WESTERLY LINE A DISTANCE OF 996.06 FEET TO THE SOUTH WESTERLY CORNER OF SAID TRACT, SAID SOUTH WESTERLY CORNER BEING 33 FEET NORTH OF SAID SOUTH LINE OF NORTH WEST 1/4 OF SAID SECTION 29; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION A DISTANCE OF 378.21 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 29-29-100-007

1400 W. 171st Street, Hazel Crest

Cook County Clerk's Office

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Cook County, Illinois

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Water Main Easement recorded October 24, 1962, as Document No. 18 627 135, Cook County Records.

Property of Cook County Clerk's Office

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EXHIBIT C

PROMISSORY NOTE

Principal Amount
\$100,000,000.00

Detroit, Michigan

Dated: October 15, 1987

Maturity Date: October 15, 1991

FOR VALUE RECEIVED, the undersigned, Lend Lease Trucks Inc. ("Payor"), a Delaware corporation, promises to pay to the order of General Motors Acceptance Corporation ("Payee"), a New York corporation, at its offices at 3500 West 80 Street, Minneapolis, Minnesota 55431, in lawful money of the United States and in immediately available funds, the principal amount of One Hundred Million Dollars (\$100,000,000.00).

Payor promises to pay monthly at the office of Payee (i) installments of principal each equal to the Monthly Principal Payment (as defined in the Loan Agreement dated as of October 15, 1987, among Payor and Payee, as amended from time to time (the "Loan Agreement")) and (ii) interest, in arrears, on the unpaid principal amount of this Note from the date hereof at a rate per annum of ten and one-half percent (10-1/2%), computed on the basis provided for in the Loan Agreement. Monthly payments of principal and interest shall be payable commencing November 15, 1987, and on the fifteenth (15th) day of each month thereafter until the Maturity Date, at which time the entire remaining unpaid principal balance and all interest shall be due and payable in full. If the principal or any installment hereunder is not paid when due (whether on a stated monthly payment date, at stated maturity, by acceleration, by lapse of time, or otherwise), the past due portion shall bear interest at a rate equal to thirteen and one-half percent (13-1/2%) per annum.

On each monthly payment date Payor promises to prepay, promptly, the principal amount, if any, together with unpaid interest thereon, required to be prepaid pursuant to Section 2.7(c) of the Loan Agreement upon a determination that the outstanding principal amount of this Note exceeds the Borrower's Loan Base (as defined in the Loan Agreement).

Payor promises to prepay within the time period specified in Section 2.7(b) of the Loan Agreement, such principal amounts, together with unpaid interest thereon, as are required to be prepaid under the circumstances described in such Section.

Payor hereby authorizes the Payee (or the holder of this Note), to record the date and amount of each payment or prepayment of principal hereof on the schedule annexed hereto and made a part hereof and any such recordation shall constitute prima facie evidence of the information so recorded; provided, however, that the failure of Payee to note such payments

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or prepayments on the schedule shall not affect the obligations of Payor to Payee in respect to amounts owing by Payor to Payee under the Loan Agreement, this Note or otherwise.

Payor hereby waives presentment, demand, protest, or notice of any kind in connection with this Note. This Note is secured by the collateral granted to Lender under and pursuant to the terms of the Loan Agreement and all agreements referred to or incorporated therein. In case an Event of Default (as defined in the Loan Agreement or any Collateral Document to which Payor is a party) shall occur and be continuing, the principal of and accrued interest on this Note shall become, or may be declared to be, immediately due and payable in the manner and with the effect provided in the Loan Agreement. THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

This Note may be prepaid in whole or in part, at the option of the undersigned on any interest payment date; provided, however, that in the event of any such prepayment, the undersigned shall pay a premium on account thereof equal to the amount of the principal prepaid multiplied by three percent (3.0%) for any prepayment made prior to October 15, 1988, two percent (2.0%) for any prepayment made on or after October 15, 1988 and prior to October 15, 1989, and one percent (1.0%) for any prepayment made on or after October 15, 1989 and prior to October 15, 1990. In case of prepayment of less than all of the outstanding principal balance of this Note, such prepayment shall be in a minimum principal amount of One Hundred Thousand (\$100,000) Dollars, shall be in a multiple of One Thousand (\$1,000) Dollars and shall be applied upon installments of principal due hereunder in the inverse order of their maturities. Any prepayment shall be accompanied by the prepayment premium, all unpaid accrued interest on this Note and any other sums then due and payable pursuant hereto or pursuant to any documents securing the payment hereof. Such premium shall be waived in the event such prepayment is not made with the proceeds of a loan, sale-leaseback or other similar financing or refinancing provided to Borrower by an institutional lender.

LEND LEASE TRUCKS INC.,
a Delaware corporation

By: [Signature]
Its: [Signature]

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NE VARIETUR - For identification with an Act of Mortgage of Leasehold passed before me this 15th day of October, 1987, at New York, State of New York.

[Signature]
Notary Public

TERESA M. KING
Notary Public, State of New York
No 26-474358
Qualified in Kings County

Certificate filed in New York County
Commission Expires 3/22 1989

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