

MORTGAGE and SECURITY AGREEMENT

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7/12/88

THIS MORTGAGE (hereinafter referred to as this "Mortgage") is made as of the 2nd day of October, 1987 by and between LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Agreement dated September 22, 1987, and known as Trust 112654 with an address of: Land Trust Department, 135 South LaSalle Street, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association with its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60690 (hereinafter referred to as "Mortgagee").

WITNESSETH:

1. DEFINITIONS

1.1 Wherever used in this Mortgage, "Mortgagor's Liabilities" means any and all of the following: (i) the payment of any and all monies, including, but not limited to, the payment, when due or declared due, of the principal sum thereof and interest thereon, now and/or hereafter owed or to become owing by Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of three certain Notes (hereinafter collectively referred to as the "Notes") each of even date herewith, executed and delivered by Mortgagor to Mortgagee and payable to Mortgagee in the principal sums of (a) \$5,000,000.00 (for acquisition and site work); (b) \$4,000,000.00 (revolving construction); and (c) \$6,000,000.00 (for acquisition and rehabilitation work) totalling in the aggregate Fifteen Million and No/100 Dollars (\$15,000,000.00) which matures on or before April 1, 1990, unless accelerated or extended as provided in the Note; (ii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of this Mortgage; and (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee, howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise, and arising under and/or pursuant to the terms and provisions of any other agreements, security agreements, assignments of leases and rents, instruments and/or documents now and/or hereafter executed and delivered by or for Mortgagor to Mortgagee, including without limitation that certain Construction Loan Agreement ("Construction Loan Agreement") of even date herewith by and among Mortgagor, Mortgagee and VMS/MCL Venture, an Illinois general partnership ("Partnership") (hereinafter referred to as the "Other Agreements"). Notwithstanding the foregoing, this Mortgage shall not secure indebtedness in excess of Thirty Million and No/100 Dollars (\$30,000,000.00).

1.2 Wherever used in this Mortgage, "Mortgagor's Obligations" means the prompt, full and faithful performance, discharge, compliance and observance by Mortgagor of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision to be performed, discharged, observed or complied with by Mortgagor in this Mortgage, the Note and/or in the Other Agreements.

1.3 Wherever used in this Mortgage, "Mortgaged Property" means any and all of the following: (i) all of the following described real estate, and all of Mortgagor's estate, right, title and interest therein, whether now owned or hereafter acquired,

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situated, lying and being in the City of Chicago, County of Cook, State of Illinois, and legally described on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with all buildings, improvements, tenements, easements, hereditaments, and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter roads, alleys, streets and other public ways abutting said real estate, whether before or after vacation thereof (hereinafter collectively with the Land referred to as the "Premises"); (ii) all present and future rents, issues, avails, profits and proceeds under present or future leases (which are pledged primarily and on a parity with said Premises and not secondarily), (hereinafter referred to as the "Rents") of or from the Premises, the "Leases" and/or the "Equipment" (both of which terms are hereinafter defined), howsoever occurring, existing, created or arising; (iii) all present and future leases, agreements, tenancies, licenses and franchises (hereinafter referred to as the "Leases"), of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or usable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of lessees' performances thereunder; (iv) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto; (v) all present and future apparatus, machinery, equipment, fixtures and articles of personal property of any and every kind and nature whatsoever now owned or hereafter acquired by the Mortgagor, and used, attached to, installed or located in or on the Premises, or required for use in or on or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof and accessions thereto (hereinafter referred to as the "Equipment"), including, but not limited to, any such item of Equipment now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, recreation and all other related or other such services (all of the immediately above mentioned items of Equipment being deemed to be a part of the Premises, whether physically attached hereto or not); (vi) all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment; (vii) all right, title and interest in and to the loan commitment issued by VMS Realty Partners to VMS/MCL Venture dated October _____, 1987, (viii) all present and future sales contracts for portions of the Premises ("Contracts") and all proceeds, profits, issues and earnest money from the Contracts ("Proceeds") which are pledged primarily and on a parity with said Premises and not secondarily, and (ix) all proceeds of each and all of the foregoing.

1.4 Wherever used in this Mortgage, the term "and/or" means one or the other or both, or any one or all, of the things, events or persons or parties in connection with which the term is used.

2. CONVEYANCE

2.1 To secure the payment by Mortgagor of Mortgagor's Liabilities and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor hereby does MORTGAGE to Mortgagee, its successors and assigns, forever, the Mortgaged Property for the purposes and uses set forth in this Mortgage; provided, nevertheless, that if Mortgagor, its successors or assigns, shall satisfy, discharge and otherwise pay to Mortgagee, its successors

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or assigns, in full, Mortgagor's Liabilities and keep and perform all of Mortgagor's Obligations, then this Mortgage shall become null and void and shall be released at Mortgagor's expense.

2.2 This Mortgage shall operate as and constitute a Security Agreement with respect to that portion of the Mortgaged Property constituting property or interests in property, whether real or personal, tangible or intangible, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code or any similar and applicable law, statute, code or other governing body of law. Therefore, to secure the payment by Mortgagor of Mortgagor's Liabilities and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor hereby grants to Mortgagee a security interest in the Mortgaged Property and Mortgagor does hereby set over, assign, and transfer to Mortgagee all of the Leases and Rents subject to the terms and conditions of this Mortgage.

2.3 Mortgagor, within ten (10) days after request by Mortgagee therefor, will certify, in writing, to Mortgagee, or to any proposed assignee of this Mortgage, the amount of principal and interest then owing; and unpaid under the Note and whether Mortgagor has or asserts any offsets or defenses thereto.

2.4 Mortgagor, immediately upon request by Mortgagee, at Mortgagor's sole expense, will or will cause to be made, executed and delivered to Mortgagee, in form and substance acceptable to Mortgagee, all "Documents" (as hereinafter defined) that Mortgagee is advised are and/or deems necessary or appropriate to evidence, document or conclude the transactions described in and/or contemplated by this Mortgage, the Note or the Other Agreements or required to perfect or continue perfected, as valid encumbrances, the encumbrances granted herein or in the Other Agreements by or for Mortgagor to Mortgagee upon the Mortgaged Property. As used in this Paragraph, "Documents" means any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, note, security agreement, financing statement, assignment of insurance, loss payable clause, mortgage title insurance policy, letters of opinion, estoppel letter, insurance certificate, appraisal, and any other similar such agreements or documents.

3. COVENANTS AND REPRESENTATIONS

3.1 Mortgagor covenants with and represents to Mortgagee as follows:

(i) Mortgagor promptly will pay, or cause to be paid, when due or declared due, Mortgagor's Liabilities and promptly, fully and faithfully will perform, discharge, observe and comply with each and all of Mortgagor's Obligations.

(ii) Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver this Mortgage, the Note and the Other Agreements to Mortgagee, to encumber the Mortgaged Property to Mortgagee as provided herein or in the Other Agreements and to perform all of Mortgagor's Obligations and to consummate all of the transactions described in or contemplated by this Mortgage, the Note and the Other Agreements.

(iii) The execution, delivery and performance by Mortgagor or its beneficiary of and under this Mortgage, the Note and the Other Agreements does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under, or an acceleration of any obligation arising, existing or created by or

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under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Mortgagor or any of the Mortgaged Property is or hereafter shall become a party, or by which Mortgagor or any of the Mortgaged Property is or hereafter shall become bound, or any law or regulatory provision now or hereafter affecting Mortgagor or any of the Mortgaged Property.

(iv) The various other data and information relating to the Mortgaged Property and the operation and business thereof heretofore and from time to time hereafter delivered by or for Mortgagor to Mortgagee are and shall be correct, complete and accurate in all respects.

(v) Mortgagor or its beneficiary shall timely file all federal, state and other governmental tax and similar returns which Mortgagor or its beneficiary is required by law to file with respect to the Mortgaged Property and the operation and business thereof. All taxes and other sums which are shown to be payable under such returns shall be timely and fully paid, and Mortgagor or its beneficiary shall maintain adequate reserves in amount to fully pay all such liabilities which hereafter may accrue.

(vi) All of the Leases and Contracts are or shall be genuine, in all respects that they purport to be, free of set-offs, counterclaims or disputes and valid and enforceable in accordance with their terms; all parties to the Leases and Contracts have and shall have the capacity to contract thereunder; and except for earnest money, security deposits and rent being paid in advance monthly on the first day of each month provided for under the Lease, and revealed by Mortgagor to Mortgagee in writing, no advance payments have been or shall be made thereunder.

(vii) There is no litigation, action, claim or proceeding pending or threatened (except as disclosed in the Loan Agreement) which might, in any way, manner or respect, materially or adversely affect the Mortgaged Property, the operation or the business thereof, Mortgagee's encumbrances thereon, the collectibility of the Note, the ability of Mortgagor to repay the Note or the financial condition of the Mortgaged Property or the operation or business thereof.

(viii) Upon completion of the Improvements on the Premises, Mortgagor and the Mortgaged Property will possess and hold and shall thereafter maintain adequate properties, interests in properties, leases, licenses, franchises, rights and governmental and other permits, certificates, consents and approvals to conduct and operate the business of the Mortgaged Property. None of the foregoing contain or shall contain any term or condition that is materially burdensome to said business or different than those of the foregoing possessed or held by other parties conducting or operating a similar business.

(ix) There does not exist and hereafter there shall not arise any default or breach of or under any agreement, instrument or document for borrowed money by which Mortgagor or the Mortgaged Property is bound or obligated.

(x) The location, existence and use of the Premises and the Equipment are and shall remain in compliance with all applicable laws, rules, ordinances and regulations, including, but not limited to, building and zoning laws, and all covenants and restrictions of record.

(xi) Mortgagor is and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.

(xii) There are no Hazardous Materials (hereinafter defined) presently located in or near the Premises (other than asbestos which will be removed on or before Dec 15, 1988); the Premises are not now being used for any activities involving the use, generation, storage, treatment or disposal of any Hazardous Materials; and the Mortgagor will not place or permit to be placed any Hazardous Materials on or near the Premises; provided, however, Mortgagor will be placing building materials on the Premises necessary for the construction of the buildings and other improvements described in the Construction Loan Agreement. Mortgagor represents that it will properly store and dispose of all building materials (some of which may be classified as Hazardous Materials) and shall bring on to the Premises only those materials required for the construction. The present users of the Premises have painting operations and may handle, store and dispose of Hazardous Materials, all in compliance with applicable laws and ordinances. Hazardous Materials, for purposes of this Mortgage, means and includes any hazardous, toxic or dangerous waste, substance or material specifically defined as such in (or for purposes of) the Comprehensive Environmental Response Compensation and Liability Act, so-called "Superfund" or "Superlien" law or any other federal, state or local statute, law, ordinance, code, rule, order or regulation regulating, now or hereafter relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, and specifically identified and known to be a hazardous, toxic or dangerous waste, substance or material ("Environmental Regulations").

(xiii) Mortgagor will save and hold Mortgagee harmless of and from any and all damage, loss, cost and expense, including, but not limited to, reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, threatened, filed and/or pending, in or to which Mortgagee is or may become or may have to become a party by reason of, or arising from, or on account of, or in connection with Mortgagor's Liabilities, this Mortgage, the Note or the Other Agreements. Mortgagor will also save and hold Mortgagee harmless of and from any and all damage, loss, cost and expense including but not limited to reasonable attorneys' fees, costs and expenses incurred by reason of or arising from failure of the Premises to comply with the Environmental Regulations.

3.2 Mortgagor covenants with and represents to Mortgagee that Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee-simple title to the Mortgaged Property, free and clear of debts, exceptions, security interests, assessments, and all other types of encumbrances (hereinafter referred to as the "Encumbrances") except those matters of record approved in writing by Mortgagee.

3.3 Mortgagor covenants with and represents to Mortgagee as follows:

(i) Mortgagor will not change the use or character of or abandon the Mortgaged Property and at all times hereafter shall keep the Mortgaged Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any items of the Equipment) to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. Except for removal of certain existing improvements as per the Plans and Specifications previously

approved or to be approved by Mortgagee, Mortgagor shall not remove any fixture or demolish any building or improvement located in or on the Premises. Mortgagor shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, shall refrain from impairing or diminishing the value of the Mortgaged Property and shall make no material alterations to the Mortgaged Property which in the opinion of Mortgagee diminishes its value, and promptly shall repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed (provided Mortgagee makes the insurance proceeds, if any, available to Mortgagor for restoration). Mortgagor shall comply with all requirements of law and all municipal ordinances governing the Mortgaged Property and the use thereof. Mortgagor shall permit Mortgagee, and its agents, upon demand, to have access to, and to inspect the Mortgaged Property at all reasonable times.

(ii) Mortgagor promptly shall pay and discharge, as and when due and payable, before any penalty attaches, all charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges and all other municipal or governmental charges impositions, levies, assessments and taxes of any kind or nature that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof, and shall deliver to Mortgagee duplicate receipts evidencing payment thereof at least ten (10) days before delinquency. To prevent default hereunder, and so long as Mortgagor is not in default hereunder, under the Note or the Other Agreements, in the event of a disputed charge, imposition, levy, claim, demand, assessment or lien, Mortgagor shall be permitted to contest same so long as Mortgagor shall (A) contest, in good faith and at its sole cost and expense, the existence, amount or validity of any such charge, imposition, levy, claim, demand, assessment or lien which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property, by appropriate legal proceedings which shall operate during the pendency thereof to prevent (1) the collection or other realization upon said charge, imposition, levy, claim, demand, assessment or lien, (2) the sale, forfeiture or loss of any part of the Mortgaged Property to satisfy the same or pay damages on account thereof, and (3) any interference with the use or occupancy of the Mortgaged Property or any part thereof, (B) give written notice to Mortgagee of the intention of Mortgagor to proceed with a contest, such notice to specify the nature and amount of the charge, imposition, levy, claim, demand, assessment or lien to be contested, as may be appropriate, and (C) post with Mortgagee or with a title insurance company licensed to do business in Illinois and reasonably acceptable to Mortgagee, security acceptable to bond over such charge, imposition, levy, claim, demand, assessment or lien. Upon payment in full, performance, settlement, release or other complete discharge or satisfaction of the charge, imposition, levy, claim, demand, assessment or lien that has been contested as provided herein, any balance of the funds deposited as provided herein as a condition to the right to prosecute such contest and not utilized in effecting such payment shall be paid to Mortgagor, without interest. Mortgagor agrees that each contest hereunder shall be promptly prosecuted to a final conclusion. Mortgagor further agrees to pay, and save Mortgagee harmless against, any and all losses, judgments, decrees and costs (including all attorneys' fees and expenses) in connection with any such contest and will, promptly with the final settlement, compromise or determination of such contest, fully pay and discharge the amounts which may be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, together with penalties, fines, interests, costs and expenses thereof or in connection therewith, and perform all acts the performance of

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which shall be ordered or decreed as a result thereof. No such contest shall subject Mortgagee to the risk of any loss, damage, civil liability or criminal liability. In the event Mortgagor shall fail to contest the validity of any charge, imposition, levy, claim, demand, assessment, or lien and give security to Mortgagee or a title insurance company, as aforesaid, to insure payment thereof as hereinabove permitted, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Mortgagee may, at its election (but shall not be required to do so), remove or discharge the same by paying said charge, imposition, levy, claim, demand, assessment or lien, or any judgment resulting therefrom, in full without obligation to verify the validity thereof (or, in its sole and absolute discretion, to settle or compromise the same), and any amounts advanced by Mortgagee for such purposes shall be an additional indebtedness due under the Note and secured hereby and due Mortgagee and payable immediately upon demand, with interest thereon at the Default Interest as defined in the Note. If Mortgagee is required by legislative enactment or judicial decision to pay the United States of America, the State of Illinois or any political subdivision thereof, any charge, imposition, assessment, levy or tax on the Mortgaged Property (or on any interest therein), this Mortgage, the Other Agreements or Mortgagor's Liabilities, all of Mortgagor's Liabilities shall become and be due and payable, at the election of Mortgagee, thirty (30) days after the mailing of notice of such election to Mortgagor; provided, however, said election and right to elect will be unavailing and this Mortgage, the Note and the Other Agreements will be and remain in full force and effect as though said law had not been enacted or said decision had not been rendered if, notwithstanding such law or decision, Mortgagor lawfully may pay such charge, imposition, assessment, levy or tax to or for Mortgagee and does, in fact, pay, when payable, such charge, imposition, assessment, levy or tax. Notwithstanding the foregoing, Mortgagor shall have no obligation to pay any income or profit tax that is or may be imposed upon Mortgagee as a consequence of its general business activities, including the receipt of interest or other charges under the Note, this Mortgage and the Other Agreements. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, the Note or the Other Agreements, Mortgagor will pay for the same, together with any interest or penalties imposed in connection therewith.

(iii) Mortgagor shall keep the Mortgaged Property free and clear of all Encumbrances (including, but not limited to, mechanics liens and other similar liens or claims for liens) of any and every kind and nature, except those described in Paragraph 3.2 above, shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee evidence satisfactory to Mortgagee of the payment and discharge thereof. To prevent default hereunder, and so long as Mortgagor is not in default hereunder, under the Note or the Other Agreements, Mortgagor may indemnify Mortgagee, by suitable performance bond or title insurance endorsement, or by another means reasonably acceptable to Mortgagee, against loss by reason of such an Encumbrance which Mortgagor may desire, in good faith, to contest, and Mortgagor shall comply with the provisions of 3.3(ii) hereof relative to contesting charges, liens, etc. If, in accordance with the terms of this Mortgage, Mortgagee makes payment of any such Encumbrance, Mortgagee shall be subrogated to the rights of such claimant notwithstanding that the Encumbrance may be released of record.

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(iv) Mortgagor shall not, at any time or times hereafter, pledge, hypothecate or otherwise encumber all or any portion of the Mortgaged Property or Mortgagor's interest therein, nor shall the beneficiary of Mortgagor pledge, hypothecate or encumber all or any portion of its beneficial interest in Mortgagor, nor shall any general partner or general partners of the beneficiary of Mortgagor pledge, hypothecate or otherwise encumber all or any portion of its or their partnership interest in said beneficiary of Mortgagor; provided, however, VMS Embassy Club, Inc. shall be permitted (a) to pledge its partnership interest to VMS Realty Partners to secure a \$3,000,000.00 loan, and (b) to assign its partnership interest to any partnership or joint venture having VMS Realty Partners as its managing general partner. Without the prior written consent of Mortgagee, Mortgagor shall not sell or otherwise transfer all or any portion of the Mortgaged Property or Mortgagor's interest therein, nor shall the beneficiary of Mortgagor sell or otherwise transfer all or any portion of its beneficial interest in Mortgagor, nor shall any general partner or general partners of the beneficiary of Mortgagor sell or otherwise transfer all or any portion of its or their general partnership interest in the beneficiary of Mortgagor.

(v) All present and future items of fixtures, equipment, furnishings or other tangible personal property owned by Mortgagor (whether or not constituting a part of the Mortgaged Property) related or necessary to or used or usable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances except those permitted in Paragraph 3.2 above and Mortgagor will not acquire any such property subject to any Encumbrance except those Encumbrances permitted in Paragraph 3.2 above. Within five (5) days after request by Mortgagee, Mortgagor will execute and deliver to Mortgagee a security agreement and financing statement, in form and substance acceptable to Mortgagee, covering all such property.

(vi) With respect to the Mortgaged Property and the operation and business thereof, Mortgagor will keep or cause to be kept proper books and records, prepared in accordance with generally accepted accounting principles consistently applied. Mortgagee shall have the right to examine said books and records at any time or times hereafter upon demand and with at least twenty four (24) hours prior notice, but only during customary business hours. Within ninety (90) days after the end of each fiscal year hereafter of the operation and business of the Mortgaged Property, Mortgagor shall deliver to Mortgagee an annual operating statement of income and expenses and an annual balance sheet of assets and liabilities of said operation and business for the fiscal year just ended, which statement must be signed and certified as true, correct and accurate by Mortgagor or by the general partner of the beneficiary or beneficiaries of Mortgagor. Within thirty (30) days after the end of each quarter hereafter of the operation and business of the Mortgaged Property, Mortgagor shall deliver to Mortgagee a quarterly operating statement of income and expenses and a quarterly balance sheet of assets and liabilities of said operation and business for the quarter just ended, which statement must be signed and certified as true, correct and accurate by Mortgagor or by the managing general partner of the beneficiary of Mortgagor.

3.4 If Mortgagor, immediately after written demand from Mortgagee: at any time after completion of the "Improvements" (as said term is defined in the Construction Loan Agreement") shall neglect or refuse to keep the Mortgaged Property in good operating condition and repair or to replace or maintain the same as herein agreed; or shall fail to pay the premiums for the insurance which is required to be maintained hereunder, shall

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fail to pay and discharge all Encumbrances as herein agreed, or otherwise defaults in the performance of Mortgagor's Obligations, Mortgagee, at its sole election, may cause such repairs or replacements to be made, obtain such insurance, pay such Encumbrances or perform such Obligations. Any amounts paid by Mortgagee in taking such action, together with interest thereon at the Default Interest Rate, as defined in the Note, from the date of Mortgagee's payment thereof until repaid by Mortgagor to Mortgagee, shall be due and payable by Mortgagor to Mortgagee upon demand, and, until paid, shall constitute a part of Mortgagor's Liabilities secured by this Mortgage. Notwithstanding the foregoing, such advances by Mortgagee shall not be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with Mortgagee and not obligatory upon Mortgagee and Mortgagee shall not in any case be liable to Mortgagor for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Mortgagee may rely upon any bills delivered to it by Mortgagor or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

3.5 Notwithstanding anything contained herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor, whether hereunder, under any of the Leases affecting the Mortgaged Property, under any contract relating to the Mortgaged Property or otherwise, and Mortgagor shall and does hereby agree to indemnify against and hold Mortgagee harmless of and from: any and all liability, loss or damage which Mortgagee may incur under or with respect to any portion of rights hereunder; and any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any of the contracts, documents or instruments affecting any portion of the Mortgaged Property or effecting any rights of the Mortgagor thereto. Mortgagee shall not have responsibility for the control, care, management, or repair of the Mortgaged Property or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against Mortgagee in its exercise of the powers herein granted to it, and Mortgagor expressly waives and releases any such liability; provided, however, nothing in this sentence shall relieve Mortgagee of liability arising from its gross negligence. Should Mortgagee incur any such liability, loss or damage under any of the leases affecting the premises or under or by reason hereof, or in the defense of any claims or demands, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

3.6 Mortgagor and Mortgagee acknowledge and agree that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor or any beneficiary of Mortgagor. Without limitation of the foregoing, Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise.

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4. TAXES, INSURANCE AND CONDEMNATION

4.1 (A) Mortgagor, at all times, shall keep and maintain the Mortgaged Property fully insured (without co-insurance) against loss or damage by, or abatement of rental income resulting from, fire and extended coverage, malicious mischief and vandalism, and such other hazards, casualties and contingencies as Mortgagee, from time to time, may require in companies, form, amounts and for such periods as is satisfactory to Mortgagee, but, in any event, for not less than the greater of the outstanding principal balance of the Note and the full replacement value of the Mortgaged Property, and all completed improvements, fixtures and equipment from time to time on the Land, without deduction for depreciation. Without limiting the generality of the foregoing, such policies shall include during construction of the improvements on the Land:

(i) Builder's Risk Insurance on all "all risk" basis for 100% of the insurable value of all construction work in place or in progress from time to time, insuring the improvements in the Land, including materials in storage and while in transit, against loss or damage by fire or other casualty, with extended coverage, vandalism and malicious mischief coverage, bearing replacement cost and agreed amount endorsements;

(ii) Comprehensive general liability insurance, including "X", "C" and "U" coverage, in an amount not less than \$3,000,000 for injury to or death of one person and \$5,000,000 for injury to or death of more than one person; and

(iii) Boiler and Machinery Insurance when such fixtures and equipment, if any, are connected and ready for use.

All such policies and renewals thereof (hereinafter referred to as the "policies") shall contain, in form and substance acceptable to Mortgagee, standard mortgagee loss payable clauses naming Mortgagee as "Mortgagee", as well as a standard waiver or subrogation endorsement and a "Replacement Cost Endorsement" together with an "agreed amount endorsement" sufficient to prevent Mortgagor from being deemed a co-insurer and shall be delivered, as issued, to Mortgagee, with premiums therefor paid in full by Mortgagor. Mortgagor shall also keep in effect rent loss insurance and/or business interruption insurance. All policies shall provide that they are non-cancellable by the insurer without first giving at least thirty (30) days prior written notice to Mortgagee of any intended cancellation. Mortgagor will give immediate written notice to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty. In case of policies about to expire, Mortgagor will deliver to and deposit with Mortgagee renewal policies not less than thirty (30) days prior to the respective dates of expiration. Mortgagor will deliver and deposit with Mortgagee receipts for the payment of the current annual premiums on all policies. In the event of foreclosure of this Mortgage or assignment hereof by Mortgagee or transfer of title to the Mortgaged Property in extinguishment of Mortgagor's Liabilities, all right, title and interest of Mortgagor in and to any policies then in force shall pass to the purchaser, grantee or assignee.

(B) (i) In case of loss or damage in excess of twenty five thousand dollars (\$25,000.00) by fire or other casualty full power is hereby conferred on Mortgagee:

(a) to settle and compromise all claims; under all policies;

(b) to demand, receive and receipt for all monies becoming due and/or payable under all policies;

(c) to execute, in the name of Mortgagor or in the name of Mortgagee, any proofs of loss, notices or other instruments in connection with all claims under all policies; and

(d) to assign all policies to any holder of Mortgagor's Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property.

(ii) The Mortgagee, shall have the option of determining whether the insurance proceeds shall be applied in reduction of the Mortgagor's Liabilities, whether due or not, or be held by Mortgagee without any allowance of interest and used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Land. If Mortgagee elects to make the proceeds available for rebuilding or restoration, such proceeds shall be made available in the manner and under conditions that Mortgagee may require, including but not limited to the following:

(a) before Mortgagor commences such alteration, reconstruction, repair or restoration plans and specifications therefor, prepared by a licensed engineer or architect reasonably satisfactory to Mortgagee shall be submitted to Mortgagee for written approval;

(b) an estimate of the cost of the proposed work, certified to by said architect or engineer;

(c) satisfactory evidence of sufficient contractor's comprehensive general liability insurance covering the Mortgaged Property, Mortgagor and Mortgagee, together with such builder's risk insurance as shall reasonably be required by Mortgagee;

(d) a performance and payment bond reasonably satisfactory in form and substance to Mortgagee;

(e) such other security as Mortgagee may require to insure payment for the completion of all such work free and clear of all liens;

(f) Mortgagee, or such other party as shall be reasonably acceptable to Mortgagee (said party hereinafter referred to as the "Depository") shall hold and disburse the proceeds of the policies in accordance with the terms hereof. If the estimated cost of completion exceeds the amount of insurance proceeds available, Mortgagor shall immediately deposit with the Depository, in cash, the amount of such estimated excess cost;

(g) Mortgagor shall diligently pursue the alteration, reconstruction, repair or restoration of the Mortgaged Property, or such portion thereof as shall have been damaged, in a good and workmanlike manner using only high quality workmen and material. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction.

(h) The Depository shall pay out construction funds from time to time on the written direction of the Mortgagee provided that the Depository and Mortgagee shall first be furnished with such waivers of lien, contractors and subcontractors sworn statements and

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such other evidence of cost and payments as they require so that they can verify that the amounts disbursed from time to time are represented by completed and in-place work, and that said work is free and clear of possible mechanics' or materialmen's liens.

(i) No payment made prior to the completion of the work shall exceed ninety percent (90%) of the value of the work completed and in place from time to time and at all times, the undisbursed balance remaining in the hands of the Depository shall be at least sufficient to pay for the cost of completion of the work free and clear of liens; any deficiency from time to time shall be paid into the Depository by Mortgagor immediately after written request therefor.

(j) Mortgagee shall be reimbursed from the proceeds, or by Mortgagor for costs incurred by Mortgagee with respect to making the proceeds available for rebuilding or restoration. Mortgagor shall pay all costs and fees of the Depository, if any.

(k) Any surplus insurance proceeds remaining with the Depository after payment of such cost of alteration, reconstruction, repair or restoration, shall be paid first on a dollar-for-dollar basis, to the Mortgagor to the extent Mortgagor theretofore had deposited its own funds on account of such work with the Depository, and the balance, if any, to be paid, at the election of Mortgagee, as a payment on account of the Mortgagor's Liabilities, or to Mortgagor.

(C) Mortgagor shall pay immediately when due and payable and prior to the date when the same shall become delinquent, all general and special taxes, special assessment, water charges, sewer services charges and other taxes, fees, liens and charges now or hereafter levied or assessed or charged against the Mortgaged Property or any part thereof or any improvements thereon, including those heretofore due and to furnish Mortgagee with the original or duplicate receipts therefore.

4.2 (i) The Mortgagor immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Mortgaged Property, or any portion thereof, shall notify Mortgagee of the pendency thereof. All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Mortgagor in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority (including, but not limited to, any award for taking title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property) hereby are assigned to the Mortgagee as additional security for the payment of Mortgagor's Liabilities (and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein).

(ii) Mortgagee may at its option, commence, appear in and prosecute in its own name, any action or make any compromise or settlement, in connection with such condemnation, taking under the power of eminent domain or sale in lieu thereof, if the award in question is twenty five thousand dollars (\$25,000.00) or more. Mortgagee shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in Mortgagor's name, in Mortgagee's name or in both names), and at Mortgagee's sole option shall either (a) use the same, or any part thereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Mortgagee

consistent with the procedure to be used with respect to the use of insurance proceeds as provided in Paragraph 4.1(B) hereof, with the balance thereof, if any, to be applied to Mortgagor's Liabilities, whether or not matured and without affecting the amount or time of subsequent installment payments required to be made by Mortgagor to Mortgagee under the Note, or (b) apply the proceeds to the Mortgagor's Liabilities.

(iii) Mortgagor, immediately upon request by Mortgagee, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Mortgagee any and all assignments and other instruments sufficient to assign, and cause the payment directly to Mortgagee of, all such awards, free and clear of all Encumbrances except those Encumbrances permitted in Paragraph 3.2 above. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay all of the Mortgagor's Liabilities, as and when due and payable, until any such award or payment shall have been actually received by Mortgagee, and any reduction in Mortgagor's Liabilities resulting from the application by Mortgagee of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon and of the reasonable attorneys' fees, costs, expenses and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

4.3 (i) Upon request of Mortgagee, Mortgagor shall deposit with Mortgagee on the first (1st) day of each month thereafter until Mortgagor's Liabilities are fully paid, a sum equal to one-twelfth (1/12) of (a) one hundred and fifteen percent (115%) of the total annual impositions, levies, taxes and assessments arising with respect to the Mortgaged Property for the most recent ascertainable tax year and (b) the total amount of annual premiums for all policies required to be obtained and maintained by Mortgagor pursuant to this Mortgage with respect to the Mortgaged Property. Subject to the provisions of this Paragraph and provided that Mortgagor is not then in default in the timely payment of any installment of principal, interest or other monies due or declared due under the Note and an Event of Default does not exist under this Mortgage, or the Other Agreements, after written notice from Mortgagor, Mortgagee shall pay, when and to whom due and payable under applicable contracts or law, to and including the date upon which the final installment payment of principal and interest on the Note is due and payable, to the extent only of funds so deposited by Mortgagor, all of the aforesaid impositions, levies, taxes and assessments. Notwithstanding the foregoing, Mortgagee does not hereby assume any of Mortgagor's obligations under said contracts or laws to make such payments and nothing contained herein, in the Note or the Other Agreements shall require Mortgagee to perform any such obligations of Mortgagor except for the making of the aforesaid payments in accordance with the subject to the above specified terms. Upon occurrence of a default under the Note, this Mortgage, or the Other Agreements, Mortgagee shall not be obligated to make such payments, but, at its sole election and in its sole discretion, may make any or all of such payments.

(ii) If the deposits required by Sub-Paragraph (i) above and, if applicable, Sub-Paragraph (iii) and (iv) below, are insufficient to pay the impositions, levies, taxes and/or assessments and/or premiums for which they are provided, on or

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before thirty (30) days before the same shall become due and payable Mortgagor shall deposit with Mortgagee such additional monies as are necessary to pay, in full, such obligations.

(iii) If requested by Mortgagee, Mortgagor, concurrently with the disbursement of the loan evidenced by the Note, shall deposit with Mortgagee an amount of money, which together with the aggregate of the monthly deposits to be made pursuant to Sub-Paragraph (i)(a) above, shall be sufficient to pay, in full, the total annual impositions, levies, taxes and assessments estimated by Mortgagee to become due and payable with respect to the Mortgaged Property for the current tax year not yet due and payable. Mortgagee shall hold such deposit without interest and shall use the same to pay, when due, any installments of such obligations (general, special or otherwise) next coming due.

(iv) If requested by Mortgagee, Mortgagor, concurrently with the disbursement of the loan evidenced by the Note, shall deposit with Mortgagee an amount of money, which together with the aggregate of the monthly deposits to be made pursuant to Sub-Paragraph (i)(b) above becoming due prior to the date on which the next annual insurance premium payments become due and payable, shall equal one hundred and fifteen percent (115%) of the most recent total annual insurance premium payments.

(v) Upon the occurrence of an Event of Default hereunder, Mortgagee, at its option and in its sole discretion, may apply any monies held pursuant to Sub-Paragraph (i) and (iii) above on account of any of Mortgagor's Liabilities, in such order or priority as Mortgagee may elect.

(vi) Upon payment, in full, of Mortgagor's Liabilities, Mortgagee shall deliver any remaining of the aforesaid deposits to Mortgagor or the then owner of the Mortgaged Property.

(vii) All of the aforesaid deposits hereby are pledged, as additional security for the payment of Mortgagor's Liabilities (and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein), to be applied by Mortgagee for the purposes hereinabove set forth and shall not be subject to the control of Mortgagor; provided, however, that Mortgagor shall not be liable for failure to pay, when due, any such impositions, levies, taxes or assessments or premiums unless Mortgagor, prior to the occurrence of an Event of Default, shall have delivered to Mortgagee appropriate evidence of bills therefor.

5. LEASES, RENTS AND SALES CONTRACTS

5.1 So long as there shall not have occurred an Event of Default under this Mortgage, Mortgagor shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and Proceeds from Sales Contracts and shall hold the same, in trust, to be applied first to the payment of all impositions, levies, taxes, assessments and other charges upon the Mortgaged Property, secondly to the cost of the maintenance of insurance policies upon the Mortgaged Property required hereby, thirdly to the maintenance and repairs required hereby and lastly to the payment of Mortgagor's Liabilities then due and payable, before using any part of the Rents or Proceeds for any other purposes.

5.2 At all times, any of Mortgagee's agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Mortgagor, Mortgagee, a nominee of Mortgagee or in any or all of said names.

5.3 Unless Mortgagee notifies Mortgagor thereof in writing that it dispenses with any one or more of the following requirements, Mortgagor shall: (i) promptly upon Mortgagor's receipt of learning thereof, inform Mortgagee, in writing, or any assertion of any claims, offsets or counterclaims by any of the obligors of the Leases or Contracts; (ii) not permit or agree to any material extension, compromise or settlement or make any material change or modification of any kind or nature of or with respect to the Leases or Contracts or the terms thereof outside the ordinary course of Mortgagor's business; and (iii) promptly upon Mortgagor's receipt or learning thereof, furnish to and inform Mortgagee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases or Contracts.

5.4 Within fifteen (15) days after demand therefor by Mortgagee Mortgagor shall deliver to Mortgagee, in form and substance acceptable to Mortgagee, a detailed aged trial balance of all the Leases and such other matters and information relating thereto as Mortgagee may request.

5.5 Upon the occurrence of an Event of Default under this Mortgage:

(i) Immediately upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee the originals of the Leases and Contracts, with appropriate endorsement and/or other specific evidence of assignment thereof to Mortgagee; which endorsement and/or assignment shall be in form and substance acceptable to Mortgagee.

(ii) Mortgagee, then or at any time or times thereafter, at its sole election, without notice thereof to Mortgagor, may notify any or all of the obligors of the Leases and Contracts that the Leases and Contracts have been assigned to Mortgagee and Mortgagee (in its name, in the name of Mortgagor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases and Contracts directly to Mortgagee.

(iii) Mortgagor, immediately upon demand by Mortgagee, irrevocably shall direct all obligors of the Leases and Contracts then and thereafter to make all payments then and thereafter due from them under the Leases and Contracts directly to Mortgagee.

(iv) Mortgagee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Mortgagor, to enforce the terms of the Leases and Contracts and obtain payment of and collect the Rents and Proceeds, by legal proceedings or otherwise, in the name of Mortgagor, Mortgagee or in both names.

(v) All of the foregoing payments and proceeds received by Mortgagee shall be utilized by Mortgagee, at its sole election and in its sole discretion, for any one or more of the following purposes: (a) to be held by Mortgagee as additional collateral for the payment of Mortgagor's Liabilities; (b) to be applied to Mortgagor's Liabilities in such manner and fashion and to such portions thereof as Mortgagee, at its sole election, shall determine; (c) to be applied to such obligations of Mortgagor or the Mortgaged Property or the operation or business thereof as Mortgagee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (d) to be remitted to Mortgagor.

6. DEFAULT

6.1 The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(i) Failure of Mortgagor to pay, when due or declared due, any of Mortgagor's Liabilities.

(ii) Failure of Mortgagor, promptly, fully and faithfully to satisfy, perform, discharge, observe and comply with each and every of Mortgagor's Obligations, which failure continues for thirty (30) days after notice; provided, however, in the event the failure by its nature cannot be cured within said thirty (30) day period and Mortgagor diligently pursues such cure and does cure within sixty (60) days, the period to cure shall extend to the sixty (60) day period.

(iii) A petition in bankruptcy is filed by or against Mortgagor, the beneficiary of Mortgagor or any general partner or general partners of the beneficiary of Mortgagor (and in the case of an involuntary petition in bankruptcy, such petition is not discharged within 30 days of its filing), or a custodian, receiver or trustee for any of the Mortgaged Property is appointed, or if Mortgagor, the beneficiary of Mortgagor or any general partner of the beneficiary of Mortgagor makes an assignment for the benefit of creditors, or if it is or any of them are adjudged insolvent by any state or federal court of competent jurisdiction, or an attachment or execution is levied against any of the Mortgaged Property.

6.2 Upon the occurrence of an Event of Default, Mortgagee, after notice and demand insofar as required hereby, in its sole discretion and at its sole election, without notice of such election, and without further demand, may do any one or more of the following:

(i) Declare all of Mortgagor's Liabilities immediately due and payable and collect the same at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of such default and the exercise of such option, Mortgagor's Liabilities shall bear interest, from the date of such default, at the Default Interest Rate as defined in the Note.

(ii) Enter upon and take immediate possession of the Mortgaged Property, 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 Property as fully as Mortgagor might do if in possession thereof, including without limitation, the making of all repairs and replacements deemed necessary by Mortgagee and the leasing of the same, or any part thereof, from time to time, and, after deduction of all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities. At the option of Mortgagee, 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 the Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee. Mortgagor agrees to surrender possession of the Mortgaged Property to Mortgagee immediately upon the occurrence of an Event of Default. If Mortgagor shall remain in physical possession of the Mortgaged Property, or any part thereof, after any such default, such possession shall be as a tenant of Mortgagee, and Mortgagor agrees to pay to Mortgagee, or to any receiver appointed as provided, below, after such default, a reasonable monthly rental for the Mortgaged Property or the part thereof so occupied by the Mortgagor, to be applied as provided

above in the first sentence of this Sub-Paragraph, and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor may be dispossessed by the usual summary proceedings. In the event Mortgagor shall so remain in possession of all, or any part of, the Mortgaged Property, said reasonable monthly rental shall be in amounts established by Mortgagee 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.

(iii) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect Mortgagor's Liabilities. In the event of the commencement of any such suit by Mortgagee, Mortgage 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 Mortgagor at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption, as well as during any further times when Mortgagor, 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 Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment of, in whole or in part, Mortgagor's Liabilities. In case of a sale pursuant to foreclosure, the Premises may be sold as one or more parcels.

(iv) Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State in which the Mortgaged Property is located (including all rights of a secured party under the Uniform Commercial Code of the State of Illinois), accruing to a mortgagee and/or secured party upon a default by a mortgagor and/or debtor.

(v) Sell the Mortgaged Property, either in whole or in parcels, at public auction pursuant to the Statutes of the State of Illinois, and apply the proceeds of such sale in the manner set forth in Section 6.5 hereof.

6.3 In the Event of Default under this Mortgage, there will be added to and included as part of Mortgagor's Liabilities (and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered upon this Mortgage or the Note) the following: the costs, charges, expenses and attorneys' fees specified in Paragraph 6.4 below; any and all expenditures which may be paid or incurred by or on behalf of Mortgagee 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 Property; all prepayment of like premiums, if any, provided for in the Note; and all other fees, costs and expenses which Mortgagee 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 or of the value of the Mortgaged Property. All such costs, charges, expenses, fees and other expenditures shall be a part of Mortgagor's Liabilities, secured by this Mortgage, payable on

demand and shall bear interest at the Default Interest Rate, as defined in the Note, from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.4 If foreclosure proceedings are instituted upon this Mortgage, or if Mortgagee 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 Other Agreements, or Mortgagor's Liabilities, or if Mortgagee 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 Other Agreements, or Mortgagor's Liabilities, and whether in court proceedings or otherwise, such expenses and all of Mortgagee's reasonable attorneys' fees shall be part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the Default Interest Rate as defined in the Note from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Paragraph 6.3 above, secondly, to the balance of Mortgagor's Liabilities, and thirdly, the surplus, if any, to Mortgagor.

6.6 In the event of the commencement of judicial proceedings to foreclose this Mortgage, Mortgagor, 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 Property subsequent to the date of this Mortgage: (i) does hereby expressly waive any and all rights of appraisal, valuation, stay, extension 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 Property, 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.

6.7 Mortgagee 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 Mortgagor under the terms of this Mortgage or the Note, or any other of Mortgagor's Liabilities, as the same shall be due, and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

6.8 No right or remedy of Mortgagee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and the holder of the Note may recover judgment thereon, issue execution therefor, and resort to every other right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Mortgagor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Mortgagee. No terms or conditions contained in this Mortgage or the Note may be waived, altered or changed except as evidenced in writing signed by Mortgagor and Mortgagee.

6.9 Upon occurrence of an Event of Default and following acceleration by Mortgagee of the maturity of Mortgagor's Liabilities as provided herein, a tender of payment thereof by Mortgagor, of any other party, or a payment thereof received upon or on account of a foreclosure of this Mortgage or Mortgagee's exercise of any of its other rights or remedies under this Mortgage, the Note the Other Agreements or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Mortgagor of the Note and, therefore, such payment must, to the extent permitted by law, include all accrued interest and additional interest payments required under the Note.

6.10 (i) Any agreements between Mortgagor and Mortgagee are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the loan evidenced by the Note or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, detention or forbearance of the loan proceeds to be disbursed exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable thereto.

(ii) If fulfillment of any provision herein or in the Note, at the time performance of such provision becomes due, involves exceeding such highest lawful contract rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful rate. If by any circumstance Mortgage shall ever receive as interest an amount which would exceed such highest lawful rate, the amount which may be deemed excessive interest shall be applied to the principal of Mortgagor's Liabilities and not to interest.

6.11 Any failure of Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage, the Other Agreements or the Note shall not be deemed to be a waiver of any of the terms and provisions thereof, and Mortgagee, notwithstanding any such failure, shall have the right at any time to times thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions thereof to be performed by Mortgagor. Neither Mortgagor, nor any other person now or hereafter obligated for the payment of the whole or any part of Mortgagor's Liabilities, shall be relieved of such obligation by reason of the sale, conveyance or other transfer of the Mortgaged Property, or the failure of Mortgagee to comply with any request of Mortgagor, or of any other person, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, the Other Agreements or the Note, or by reason of the release, regardless of consideration, of the whole or any part of the security held for Mortgagor's Liabilities, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Note, the Other Agreements or this Mortgage without first having obtained the consent of Mortgagor or such other person, and, in the latter event, Mortgagor, and all such other persons, shall continue liable on account of Mortgagor's Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by Mortgagee. Mortgagee, without notice, may release, regardless of consideration, any part of the security held for Mortgagor's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagee may resort for the payment of Mortgagor's Liabilities to any other security therefor held by the Mortgagee in such order and manner as Mortgagee may elect.

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6.12 Upon and after the occurrence of an Event of Default under this Mortgage, Mortgagee shall not be obligated to accept any cure or attempted cure by Mortgagor, however, if Mortgagee accepts such cure, Mortgagee shall not exercise its rights or remedies under Paragraph 6 or Paragraph 5 of this Mortgage unless a separate or additional Event of Default then exists hereunder.

7. MISCELLANEOUS

7.1 This is a "Construction Loan Mortgage" within the purview and operation of the Uniform Commercial Code of the State of Illinois, as amended; and this Mortgage secures a loan, the proceeds of which will be disbursed to the Mortgagor solely for the purpose of paying the cost of construction of improvements upon the premises (including the acquisition costs of the Premises), pursuant to and in accordance with the Construction Loan Agreement and other Agreements, executed and delivered concurrently herewith, and Mortgagor covenants and agrees that all of said loan proceeds will be used solely for said purpose.

Accordingly, the lien created by this Mortgage shall be a first lien against all fixtures, equipment and other personal property of every kind incorporated as aforesaid, and such lien shall take precedence and be paramount and superior to any other lien, charge or security interest which any person may claim against such fixtures or personal property.

7.2 The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in the Construction Loan Agreement and Other Agreements among Mortgagor, Mortgagor's beneficiary, and Mortgagee, dated concurrently herewith. All advances and indebtedness arising and accruing under the Construction Loan Agreement from time to time, shall be secured hereby to the same extent as though said Construction Loan Agreement were fully incorporated in this Mortgage, and the occurrence of any event of default under said Construction Loan Agreement or Other Agreements shall constitute a default under this Mortgage, entitling Mortgagee to all of the rights and remedies conferred upon the Mortgagee by the terms of this Mortgage or by law, as in the case of any other default.

That in connection with the said Construction Loan Agreement and Other Agreements and the construction disbursements secured by the lien created by this Mortgage, the Mortgagor hereby covenants and agrees as follows:

(i) That it (or in the event the Mortgagor is a trust, the beneficiary of said trust) will comply (or will cause compliance) with each and all of the covenants of said Construction Loan Agreement and Other Agreements;

(ii) That the provisions set forth in said Construction Loan Agreement and Other Agreements are incorporated herein by express reference; with the further proviso that a default by any party to said Construction Loan Agreement or Other Agreements other than Mortgagee in any of the terms therein contained, after due notice given as therein required, shall be and constitute a default under this Mortgage; and in consequence thereof, the Mortgagee may declare the entire debt to be immediately due and payable, or pursue any right, remedy or recourse reserved herein (or in the Construction Loan Agreement or Other Agreements) for default or condition broken;

(iii) That Mortgagor will cause the construction of the buildings and other improvements in accordance with the aforesaid Construction Loan Agreement and Other Agreements; and

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(iv) That all sums advanced under the Construction Loan Agreement and Other Agreements, from time to time, shall be secured hereby as if said advances were made pursuant to the terms and conditions of this Mortgage.

7.3 (A) Mortgagee shall release this Mortgage by proper instrument upon payment and discharge of all of Mortgagor's Liabilities, including all prepayment or like premiums, if any, provided for in the Note and payment of all costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee for the preparation, execution and/or recording of such release.

(B) Without affecting the liability of any other person (including but not limited to any guarantors) for the payment of any indebtedness herein mentioned, and without affecting the priority of the lien hereof upon any property not released, Mortgagee shall release or reconvey or cause to be released or reconveyed at any time all or any part of the Premises described herein, strictly in accordance with the terms and conditions set forth in the Loan Agreement.

7.4 This Mortgage is intended only as security for the obligations herein set forth. Notwithstanding anything to the contrary contained in this Mortgage, the Mortgagee shall have no obligation or liability under, or with respect to, or arising out of this Mortgage and shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor hereunder.

7.5 Every provision for notice, demand or request required in this Mortgage, the Note or the Other Agreements or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the second (2nd) day following posting as aforesaid. For the purposes herein, notices shall be sent to Mortgagor and Mortgagee as follows:

To Mortgagor: LaSalle National Bank,
as Trustee under Trust Agreement
dated September 22, 1987,
and known as Trust No. 112654
135 South LaSalle Street
Chicago, Illinois 60601
Attention: Land Trust Department

with a copy to: D'Ancona & Pflaum
30 North LaSalle Street
Suite 3100
Chicago, Illinois 60602
Attention: David A. Grossberg, Esq.

and to: VMS Financial Guarantee
Limited Partners
8700 W. Bryn Mawr
Chicago, Illinois 60631
Attention: Vice-President
Loan Servicing

To Mortgagee: American National Bank and
Trust Company of Chicago
33 North LaSalle Street

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Chicago, Illinois 60690
Attention: Mary W. Myers

with a copy to:

Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606
Attention: Jori E. Saks, Esq.

7.6 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

7.7 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns of the Mortgagor and Mortgagee.

7.8 This Mortgage was executed and delivered in, and shall be governed as to the validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

7.9 Any provision of this Mortgage which is unenforceable in any State in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

7.10 It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the premises, it is hereby understood and agreed that should Mortgagee acquire an additional or other interests in and to the premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee, as evidenced by an express statement to the effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

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

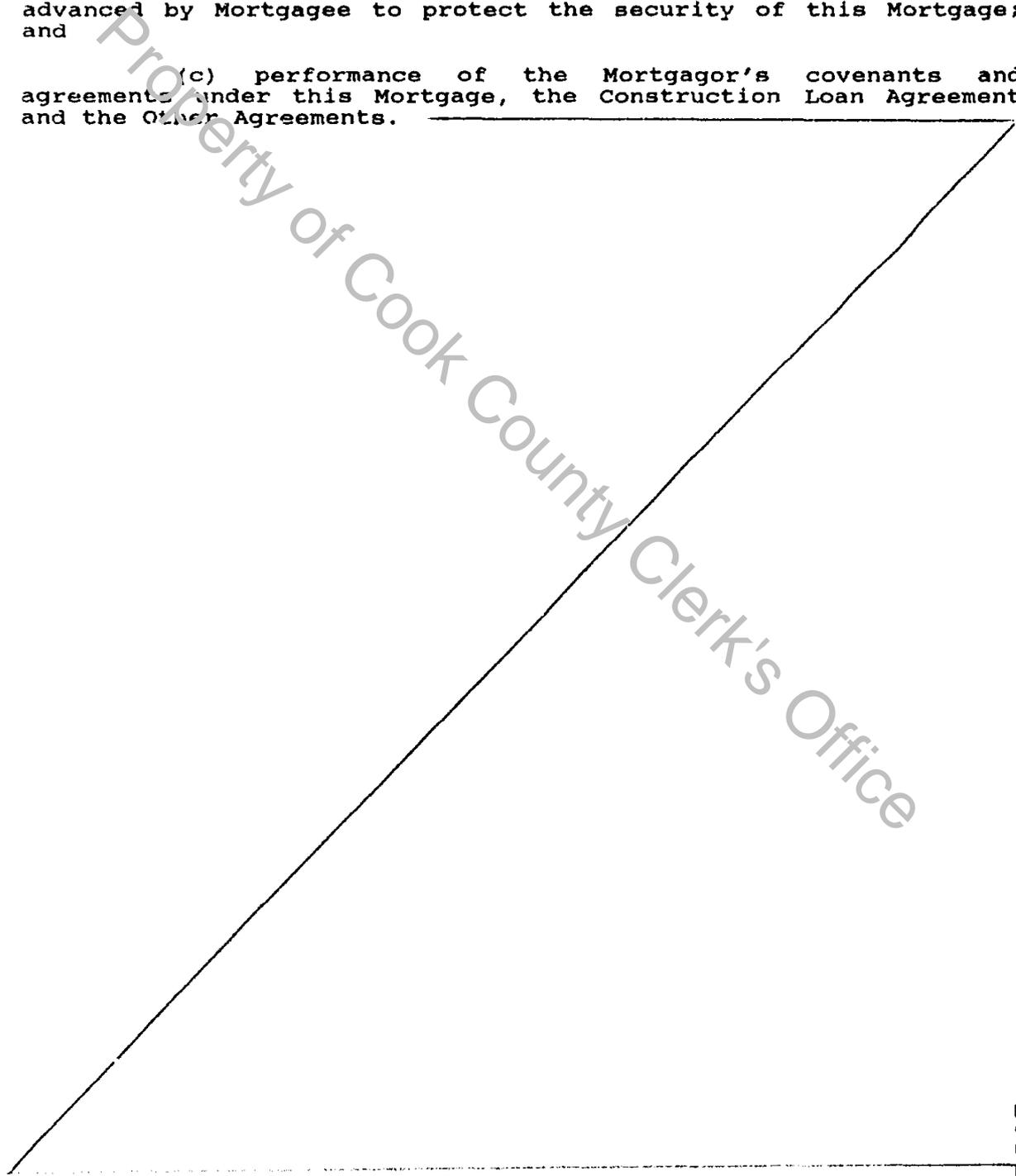
7.12 The Construction Loan Agreement provides that the loan secured hereby may be disbursed from time to time, but in no event later than twenty (20) years after the date hereof, in amounts not to exceed the above-stated maximum amount outstanding at any one time. All future disbursements will have the same priority as the original loan.

This Mortgage secures for the benefit of Mortgagee:

(a) repayment of the indebtedness evidenced by the Note, including interest and all renewals, extensions and modifications thereof;

(b) payment of all other sums (with interest thereon) advanced by Mortgagee to protect the security of this Mortgage; and

(c) performance of the Mortgagor's covenants and agreements under this Mortgage, the Construction Loan Agreement and the Other Agreements.



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IN WITNESS WHEREOF, LASALLE NATIONAL BANK, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LASALLE NATIONAL BANK,
not personally but as Trustee
under Trust Agreement dated
September 22, 1987, and known
as Trust No. 112654

By: _____

Assistant Vice President

ATTEST:

[Signature]
ASSISTANT SECRETARY

This Instrument Prepared By and
After Recording Should Be Returned To:

Jori E. Saks, Esq.
Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606

P.I.N. _____



STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS.

I, Evelyn F. Moore, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, as ~~Assistant Vice~~ President and Rita Slimm Welton as ~~Asst~~ First Secretary of LaSalle National Bank, as Trustee under Trust Agreement dated September 22, 1987, and known as Trust No. 112654 who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Asst Vice~~ President and ~~Asst~~ Secretary of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank for uses and purposes set forth herein; and said ~~Asst~~ First Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes set forth therein.

Evelyn F. Moore
Notary Public

My Commission expires:

8-9-89

NOTARY PUBLIC
STATE OF ILLINOIS
EXPIRES 8-9-89
EVELYN F. MOORE
112654

36 mail

87588145
87588145

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

LOTS 1 TO 11, BOTH INCLUSIVE, AND THE EAST 1/2 OF THE NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING SAID LOTS 1 TO 11, BOTH INCLUSIVE IN THE SUBDIVISION OF LOTS 1, 3 AND 4 IN THE SUBDIVISION OF LOT 1 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2

LOTS 12 TO 21, BOTH INCLUSIVE, AND ALL THE NORTH AND SOUTH 16 FEET ALLEY LYING WEST OF SAID LOTS 12 TO 16, BOTH INCLUSIVE AND EAST OF SAID LOT 17, VACATED BY ORDINANCES RECORDED AS DOCUMENTS 6443641 AND 10186377 AND THE NORTH 1/2 OF THE EAST AND WEST 16 FOOT ALLEY LYING SOUTH OF SAID LOTS 16 TO 21, BOTH INCLUSIVE, AND THE SOUTH LINE OF SAID LOT 16, EXTEND WEST TO THE SOUTHEAST CORNER OF SAID LOT 17 IN THE SUBDIVISION OF LOTS 1, 3 AND 4 IN THE SUBDIVISION OF LOT 1 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3

LOT 2 AND THE WEST 1/2 OF THE NORTH AND SOUTH 16 FOOT ALLEY LYING EAST AND ADJOINING LOT 2 AFORESAID, ALL IN THE SUBDIVISION OF LOT 1 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 4

LOT 5 AND 6 AND THE SOUTH 1/2 OF THE EAST AND WEST 16 FOOT ALLEY LYING NORTH OF ADJOINING SAID LOTS 5 AND 6 AND THE SOUTH 553 FEET OF LOT 7 (EXCEPTING THEREFROM THE NORTH 159 FEET OF THE WEST 212 FEET OF SAID SOUTH 553 FEET OF LOT 7) IN THE SUBDIVISION OF LOT 1 IN BLOCK 45 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5

ALL THAT PART OF DRUMMOND PLACE LYING SOUTH OF LOT 17 IN THE SUBDIVISION OF LOTS 1, 3 AND 4 IN THE SUBDIVISION OF LOT 1 IN BLOCK 45, AFORESAID, AND LOT 2 IN THE SUBDIVISION OF LOT 1 IN JOSEPH E. SHEFFIELD'S SUBDIVISION OF BLOCK 45 AFORESAID, AND THE SOUTH LINE OF SAID LOT 11, EXTENDED WEST TO THE SOUTH EAST CORNER OF SAID LOT 2 AND NORTH OF LOTS 12 AND 17 TO 21, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOTS 1, 3 AND 4 IN THE SUBDIVISION OF LOT 1 IN BLOCK 45 AFORESAID, AND THE NORTH LINE OF SAID LOT 12 EXTENDED WEST TO THE NORTH EAST CORNER OF SAID LOT 17 AS VACATED BY ORDINANCE RECORDED AS DOCUMENT 10832010, ALL OF THE ABOVE IN CC1/.

Property Address: 1430 Wrightwood
Chicago, Illinois

P.I.N. 14-29-302-043, 045, 046, 047, 048, 049, 050, 062
065, 067, 070, 072, 073, 074

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EXO

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