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MORTGAGE
AND
SECURITY AGREEMENT

THIS INDENTURE, made this 27 day of November, 1987, between LA SALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated November 16, 1987 and known as Trust No. 112848 with an address at 135 South La Salle Street, Chicago, Illinois 60690 ("Mortgagor") and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation with an address at 730 Third Avenue, New York, New York 10017 ("Mortgagee").

W I T N E S S E T H

THAT, WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of THIRTY-NINE MILLION THREE HUNDRED THOUSAND AND NO/100THS (\$39,300,000.00) DOLLARS or so much thereof as shall have been advanced under a certain Mortgage Note of even date herewith, (the "Note") payable to the order of the Mortgagee, at its office aforesaid or at such other place as may be designated in writing by the legal holder thereof, and in and by which the Mortgagor promises to pay the principal sum under the Note with interest thereon, from date, at the rate or rates set forth therein in monthly installments of principal and interest or interest only, as the case may be, until the entire principal and interest have been paid, with the balance (if any) remaining unpaid together with accrued interest, and all other sums then due being first day of December, 1997.

NOW, THEREFORE, in order to secure the payment of the principal sum of money with fixed interest thereon and the performance of the covenants herein contained, and also to secure the payment of any and all other indebtedness, direct or contingent, that may now or hereafter become owing from Mortgagor to Mortgagee (provided however that the maximum indebtedness shall not exceed \$39,300,000.00 plus the total amount of all advances made by Mortgagee to protect the collateral, the security interest and the lien created hereby), the Mortgagor does by these presents CONVEY AND MORTGAGE unto the Mortgagee, its successors and assigns forever, the real estate, situate, lying and being in the Village of Rosemont, County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and made a part hereof (the "Land");

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements");

TOGETHER with all right, title and interest of the Mortgagor in and to the following property, rights and interests (the Land, the Improvements and such property, rights and interests being collectively called the "Premises"):

- (a) all right, title and interest of Mortgagor, including all mineral and water rights and any after-acquired title or reversion, in and to the beds of the ways, roads, streets, avenues, alleys, strips, gaps and gores adjoining the Land; and
- (b) all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights,

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other rights, liberties and privileges of the Premises or in any way now or hereafter appertaining to the Premises, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders in and to the Premises; and

- (c) all rents, issues, proceeds and profits accruing and to accrue from the Premises; and
- (d) all materials intended for construction, re-construction, alteration and repairs of the Improvements, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the Premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises; including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Improvements in any manner; it being mutually agreed that all the aforesaid property owned by the Mortgagor and placed by it on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said indebtedness and covered by this Mortgage, and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said property, securing the indebtedness secured hereby, for the benefit of the Mortgagee; and
- (e) all awards and other compensations hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which awards and compensation are hereby assigned to Mortgagee, and Mortgagor hereby appoints Mortgagee its Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, on behalf of Mortgagor or the heirs, personal representatives, successors or assigns of Mortgagor to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby without payment of any penalty,

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notwithstanding the fact that the amount owing thereon may not then be due and payable or that the indebtedness is otherwise adequately secured.

TO HAVE AND TO HOLD the Premises, with the appurtenances and fixtures, unto the Mortgagee, its successors and assigns forever, for the uses and purposes herein set forth; the Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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

AND THE MORTGAGOR HEREBY MAKES FURTHER COVENANTS AS FOLLOWS:

1. Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note at the times and in the manner therein and herein provided.

2. The Mortgagor will pay to the Mortgagee, in addition to the monthly installments of principal and fixed interest under the terms of the Note and concurrently therewith, monthly until the Note is paid, the following:

- (a) A sum equal to the rental and additional rental due and payable under the terms of any ground lease constituting any part of the Premises, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such rental shall be due and payable; and
- (b) A sum equal to all taxes, assessments, water charges and all other impositions next due on the Premises (all as estimated by the Mortgagee) plus the premiums that will next become due and payable on policies of fire, rental value and other insurance covering the Premises and required under the terms hereof, less all sums paid therefor, divided by the number of months to elapse before one month prior to the date when such taxes, assessments, charges, impositions and premiums shall be due and payable.

All such payments described in this paragraph shall be held by the Mortgagee in trust but without accruing or without any obligation arising for the payment of interest thereon. All such payments shall be added together with the payments required to be made under the Note secured hereby and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth: (i) ground rents, if any, taxes, assessments, water charges, other public impositions, fire, rental value and other insurance premiums; (ii) fixed interest on the Note; (iii) amortization of the principal of the Note.

Mortgagee shall have the right to make any such payment notwithstanding that at that time any such tax, assessment, charge or imposition is then being protested or contested by Mortgagor, unless, upon not less than thirty (30) days prior to the due date thereof, Mortgagor shall have notified Mortgagee, in writing, of such protest or contest, in which event, as the case may be, Mortgagee shall make such payment under protest in the manner prescribed by law or shall withhold such payment, provided however, that such contest shall preclude enforcement of collection and the sale of the Premises in satisfaction of such tax, assessment, charge or imposition. In the event such protest or contest shall or might result in penalty or other charges,

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Mortgagor shall likewise deposit monthly pro-rata the amount of any such penalty or additional charge.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default hereunder and the whole of the outstanding indebtedness together with accrued interest and all other sums due hereunder or under the Note shall immediately become due and payable at the option of the Mortgagee. Any excess funds accumulated under paragraphs (a) and (b) above remaining after payment of the items therein described shall be credited to the subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor, Mortgagor shall, without demand, forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder and the whole of the outstanding indebtedness together with accrued interest and all other sums due hereunder or under the Note shall immediately become due and payable at the option of the Mortgagee. If the Premises are sold under foreclosure or are otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under subparagraphs (a) and (b) above shall be credited to the indebtedness secured hereby as of the date of the commencement of foreclosure proceedings or as of the date the title to the Premises shall be otherwise acquired.

3. Mortgagor will (i) except as otherwise provided for, keep the Premises free from statutory liens of every kind; (ii) pay, before delinquency and before any penalty for non-payment attaches thereto, all taxes, assessments, water rates, sewer rentals and other governmental or municipal or public dues, charges, fines or impositions which are or may be levied against the Premises or any part thereof, except when payment therefor has previously been made under Paragraph 2 hereof and deliver to Mortgagee at least ten (10) days before delinquency, if and to the extent available, receipted bills evidencing payment therefor; and (iii) except where payment therefor has been previously made under Paragraph 2 hereof, pay, in full and in the manner provided by statute, any tax, assessment, rate, rental, charge, fine or imposition aforesaid which the Mortgagor may desire to contest. In the event of the passage after the date of this Mortgage of any law of the State of Illinois deducting from the value of land for the purposes of taxation of any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes so as to impose a tax upon or otherwise to affect this Mortgage, except an income tax, or upon the final rendition by any court of competent jurisdiction of a decision that any undertaking by the Mortgagor as in this paragraph provided, is legally inoperative, then in any such event, the outstanding indebtedness together with accrued interest and all other sums due hereunder or under the Note, at the option of the Mortgagee and upon ninety (90) days' prior written notice, shall become immediately due and payable, provided, however, the option and right to accelerate shall be unavailing and the Note and this Mortgage shall remain in effect in any event, if Mortgagor lawfully may pay all taxes, assessments and charges, including interest and penalties thereon, to or for the Mortgagee and does in fact pay same when so payable.

4. Mortgagor will keep the Improvements insured as may be required from time to time by the Mortgagee against loss or damage by, or abatement of rental income resulting from, fire and such other hazards, casualties and contingencies (including, but not limited to War Risk insurance, if available) in such amounts and for such periods as reasonably may be required by the Mortgagee and will pay promptly when due any premiums on such insurance. All such insurance shall be carried in companies reasonably approved by the Mortgagee and the policies or certificates thereof shall be deposited with and held by the Mortgagee. Any renewals of such policies shall also be deposited with Mortgagee not less than ten (10) days prior to the expiration of the policy being replaced. Such policies and renewals thereof shall contain provision for ten (10) days' notice to the Mortgagee prior to any cancellation thereof and shall have attached thereto the standard non-contributing mortgagee clause (in favor of and entitling Mortgagee to collect any and all proceeds payable under all such insurance), as well as a standard

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waiver of subrogation endorsement, all to be in form acceptable to Mortgagee. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing, in the event of loss, with any insurance required hereunder. In the event of a change in ownership or of occupancy of the Premises and in the event of loss, immediate notice thereof by mail shall be delivered to the Mortgagee and to all insurers. The Mortgagor hereby authorizes the Mortgagee, at its option, to collect, adjust and compromise any losses under any of the insurance aforesaid and after deducting costs of collection to apply the proceeds, at its option, as follows: (a) As a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, (b) To restoring the Improvements in which event the Mortgagee shall not be obligated to see to the proper application thereof nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby, or (c) To deliver same to the owner of the Premises. In the event of foreclosure of this Mortgage, or other transfer of title to the property covered hereby in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor, in and to any insurance policies then in force (except to the extent that such insurance is part of a master policy that is not transferable), shall pass to the purchaser or grantee.

5. Mortgagor will carry and maintain such liability and indemnity insurance (including, but without limitation, water damage and so called assumed and contractual liability coverage) as may be reasonably required from time to time by the Mortgagee in forms, amounts and with companies satisfactory to the Mortgagee. Certificates of such insurance, premium prepaid, shall be deposited with the Mortgagee and shall contain a provision for ten (10) days' notice to the Mortgagee prior to any cancellation thereof.

6. Except in the case of nonstructural repairs, alterations and renovations and tenant improvement work costing less than \$250,000 in each instance, Mortgagor covenants that the Improvements will not be altered, removed or demolished nor shall any fixtures or appliances on, in or about the Improvements be severed, removed, sold or mortgaged, without the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, the same shall be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition as those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto. The Mortgagor will not permit, commit or suffer waste, impairment or deterioration of the Premises or any part thereof and will keep and maintain the Premises and every part thereof in thorough repair and condition. Mortgagor will effect such repairs as the Mortgagee may reasonably require and from time to time will make all needful and proper replacements so that Improvements will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Mortgagor will comply with all statutes, orders, requirements or decrees relating to the Premises by any Federal, State or Municipal authority and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Premises. Mortgagor will permit Mortgagee or its agents, at all reasonable times, upon notice, to enter and inspect the Premises.

The Mortgagee shall have the right, at any time and from time to time to engage an independent structural engineer to survey the adequacy of the maintenance of the Premises. If found inadequate, such structural engineer shall determine the estimated cost of such repairs and replacements necessary to protect and preserve the rentability and useability of the Premises and the Mortgagor does hereby acknowledge that the security of this Mortgage is thereby impaired to the extent of the estimated cost of such repairs and replacements. In such event, at the option of the Mortgagee and within (60) days after written demand

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therefor, a sum equal to the amount of such estimated cost shall thereupon become due and payable by the Mortgagor to be applied upon the indebtedness secured hereby unless within such period the Mortgagor, at its own cost and expense, shall have completed or shall have commenced and thereafter, with diligence, completes such repairs and replacements. In such event the Mortgagor shall also reimburse the Mortgagee the reasonable cost of such survey, the same being secured hereby. If the survey determines such maintenance to be adequate, the cost thereof shall be at the expense of the Mortgagor.

7. Except as expressly otherwise provided for, Mortgagor will not voluntarily create or permit to be created or filed against the Premises, any mortgage lien or other lien or liens inferior or superior to the lien of this Mortgage and further, it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all Improvements, except if bonded against or insured over, notwithstanding by whom such labor or materials may have been contracted, and on the failure of the Mortgagor to perform these covenants, or any part thereof, thereupon the outstanding indebtedness together with accrued interest and all other sums due hereunder or under the Note shall, at the option of the Mortgagee, or any holder of the Note, become due and payable, anything contained herein to the contrary notwithstanding.

8. Except as to the imposition of any income tax, if at any time the United States Government, or any other governmental subdivision shall require Internal Revenue or other documentary stamps hereon or on the Note secured by this Mortgage, or shall require payment of the United States Equalization Tax or similar tax upon the obligation secured hereby, then the outstanding indebtedness together with accrued interest and all other sums due hereunder or under the Note shall, at the option of the Mortgagee and upon thirty (30) days prior written notice, become due and payable provided, however, the option and the right to accelerate shall be unavailing and this Mortgage and the Note shall be and remain in effect, if mortgagor lawfully may pay for such stamps or such tax including interest and penalties thereon to or for Mortgagee and does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon. Mortgagor further agrees to deliver to Mortgagee, at any time, upon demand, evidence of citizenship and such other evidence as may be required by any government agency having jurisdiction in order to determine whether the obligation secured hereby is subject to or exempt from any such tax.

9. Mortgagor will save Mortgagee harmless from all costs and expenses, including reasonable attorneys' fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body (excepting an action to foreclose or to collect the debt secured hereby), in and to which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes reasonably necessary to defend or uphold the terms of and the lien created by this Mortgage, and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate of eleven (11%) percent per annum shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Mortgagor.

10. Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the Premises, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed

necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor up to the amount of the indebtedness secured hereby (including the assignment of any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) for any taking, either permanent or temporary, under any such proceeding.

11. Mortgagor within ten (10) business days upon request by mail, will furnish a written statement, duly acknowledged, of the amount due upon this Mortgage and whether any offsets or defenses exist against the outstanding indebtedness.

12. Mortgagor and all subsequent owners of the Premises shall keep and maintain full and correct books and records showing in detail the earnings and expenses of the Premises and shall permit Mortgagee or its representative to examine such books and records and all supporting vouchers and data at any reasonable time and from time to time on request at its offices, hereinbefore identified, or at such other location as may be mutually agreed upon. Within ten (10) days after demand therefor (if the Mortgagor is in default hereunder), and in any event, within one hundred twenty (120) days following the expiration of each fiscal year thereafter during the term of this Mortgage, Mortgagor will furnish to Mortgagee a statement prepared in accordance with generally accepted accounting practices by an independent certified public accountant acceptable to Mortgagee and verified by the affidavit of the beneficiary of Mortgagor, Higgins-Manheim Properties, an Illinois general partnership (hereinafter referred to as "Beneficiary") or Beneficiary's managing general partner showing in detail all such earnings and expenses since the last such statement, together also with a current rent roll of the Premises showing with respect to each tenancy the name of the tenant, the space occupied, the date and term of such lease, the amount of annual rental and additional rental and all renewal or termination options, and in the event that Mortgagor shall refuse or fail to furnish any statement as aforesaid, or in the event such statement shall be materially inaccurate or false, or in the event of the failure of Mortgagor or any subsequent owner to permit Mortgagee or its representative to inspect the Premises or the said books and records on request, Mortgagee may consider such acts of Mortgagor as a default hereunder and proceed in accordance with the rights and remedies afforded it at law or equity and under the provisions of this Mortgage.

13. Upon default by Mortgagor in the performance of any of the terms, covenants or conditions herein or in the Note contained, Mortgagee may, at its option and whether electing to declare the outstanding indebtedness due and payable or not, perform the same without waiver of any other remedy, and any amount paid or advanced by Mortgagee in connection therewith, or any other costs, charges or expenses incurred in the protection of the Premises and the maintenance of this lien with interest thereon at the rate of eleven (11%) percent per annum shall be repayable by the Mortgagor without demand, shall be a lien upon the Premises prior to any right or title to, interest in or claim thereon attaching or accruing subsequent to the lien of this Mortgage and shall be deemed to be included in and secured by this Mortgage.

14. Mortgagee, in making any payment herein and hereby is authorized, in the place and stead of the Mortgagor relating (i) to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Premises, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (ii) to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same; or (iii) to any other purpose herein and hereby authorized, but not enumerated in this paragraph, may do so whenever, in its judgment and discretion, such advance or advances shall

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seem necessary or desirable to protect the full security intended to be created by this instrument. In connection with any advance made in accordance with the foregoing, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagor without demand and shall be secured hereby.

15. After the expiration of all applicable grace periods provided for in this Mortgage, if default shall be made in any payment due under the Note or hereunder, or if there shall be default in the performance of any covenant or condition of this Mortgage, then the outstanding indebtedness secured hereby, including all payments made by the Mortgagee either for liens, taxes, assessments, insurance premiums, attorney's fees, repairs, costs, charges or otherwise and together with accrued interest and all other sums due hereunder and under the Note, shall, at the option of the Mortgagee, become due and payable and may be collected at once by foreclosure or otherwise, without notice of broken covenant or condition. The principal sum secured by this Mortgage, shall, in case of such default and the exercise of such option, bear interest from the date of said default, at the rate of eleven (11%) percent per annum until paid (less any proper credit for money paid) as agreed, assessed and liquidated damages for such default, and this Mortgage shall stand as security therefor and may thereupon be foreclosed to pay the same; and upon any such default it shall be lawful for the Mortgagee at its option to enter into and upon the Premises or any part thereof and to receive all rents, issues and profits thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation and preservation of the Premises or, at its election, to apply all or any part thereof to a reduction of Mortgagor's indebtedness. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of eleven (11%) percent per annum when paid or incurred by Mortgagee.

Any such default and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to foreclosure sale by the Mortgagor or by anyone in behalf of the Mortgagor shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such payment, to the extent permitted by law, will therefore include the premium required under the prepayment privilege, if any, contained in the Note or if at that time there be no such prepayment privilege, then such payment, to the extent permitted by law, will include a premium for such prepayment which will consist of the higher amount obtained by:

- (a) computing the premium which would be paid if the year in which the tender of payment is made were the 6th year after the commencement of amortization, or
- (b) multiplying the outstanding principal balance on the date of such tender of payment by the product (i) the amount obtained by subtracting (a) the percent per annum of the Treasury Constant Maturities having a maturity date closest in time to the remaining term of this Mortgage ("Treasury Yield") as such interest

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rate is reported in The Federal Reserve Statistical Release G13 (415) or its successor publication most recently released prior to the date of tender of payment from (b) 9% (Fixed Rate) and (ii) the number of years and fraction thereof remaining between the date of payment and the maturity date of the Note discounted to present value at the Treasury Yield.

16. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; (ii) all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (iii) all principal and interest remaining unpaid on the Note; (iv) any excess to Mortgagor, its legal representatives, successors or assigns, as their rights may appear.

17. In case of any foreclosure sale of the Premises, the same may be sold in one or more parcels.

18. After the expiration of all applicable grace periods provided for in this Mortgage, upon or at any time after the filing of any bill to foreclose this Mortgage, the Court may, upon application, appoint a receiver of the Premises. Such appointment may be made either before or after sale without notice, and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver shall have the power to take possession, control and care of the Premises and to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagor, its heirs, administrators, executors, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises, during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be, or become superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale; (ii) the deficiency in case of sale and deficiency. Any such proceedings shall in no manner prevent or retard the collection of said debt by foreclosure or otherwise.

19. The rights and remedies herein provided are cumulative and the Mortgagee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage, and no enumeration of special rights or powers by any provision of this Mortgage shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted or vested in the Mortgage by virtue of the laws of the State of Illinois.

20. The failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, except as may be provided by law, nor extend or affect the grace period, if any, but such option shall remain continuously in

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force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgement to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity except as may be provided by law nor extend or affect the grace period, if any.

21. All right, title and interest of the Mortgagor in and to all leases affecting the Premises, including oil and gas leases together with any and all further leases upon all or any part of the Premises and together with all of the rents, income, receipts, revenues, issues and profits from or due or arising out of the Premises have been transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of the indebtedness under provisions of a certain Assignment instrument of even date herewith executed by Mortgagor and to be recorded concurrently herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein.

22. Should the proceeds of the loan made by the Mortgagee to the Mortgagor, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises, or any part thereof, then the Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

23. In the event of the sale or transfer by operation of law, or otherwise, of all or any part of the Premises, the Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to the Premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with the Mortgagor, without in any way releasing or discharging the Mortgagor from its liability or undertakings hereunder.

24. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor and notwithstanding the existence at that time of any inferior liens thereon, may release any part of the security described herein or any person liable for any indebtedness secured hereby without in any way affecting the priority of the lien of this Mortgage, such that those portions of the security not expressly released shall then secure with the same priority, the entire outstanding indebtedness and Mortgagee may agree with any party obligated on the indebtedness or having any interest in the Premises to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in the Premises which interest is subject to said lien.

25. In the event the Mortgagee (a) releases, as aforesaid, any part of the Premises or any person liable for any indebtedness secured hereby; (b) grants an extension of time for any payments of the debt secured hereby; (c) takes other or additional security for the payment thereof; (d) waives or fails to exercise any right granted herein or in the Note, such act or omission shall not release the Mortgagor, subsequent purchasers of the Premises or any part thereof, or makers or sureties of this Mortgage or of the Note under any covenant of this Mortgage or of the Note, nor preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

26. Mortgagor will give to Mortgagee immediate notice by mail of any conveyance, transfer or change of ownership or of occupancy of the Premises.

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27. Nothing herein contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, to require Mortgagor to make any payment or do any act contrary to law, but if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect.

28. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not in respect to the priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases, of all or any part of the Premises, upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds or Registrar of Titles in and for the county wherein the Premises are situate, of a unilateral declaration to that effect.

29. Mortgagor (if a corporation or corporate trustee) hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, except decree or judgment creditors of the Mortgagor whose rights are otherwise provided and preserved by statute.

30. Mortgagor within fifteen (15) days upon request by mail shall execute, acknowledge and deliver to Mortgagee a Security Agreement, Financing Statement or other similar security instrument, in form reasonably satisfactory to the Mortgagee, covering all property, of any kind whatsoever owned by the Mortgagor, which is located on and used in the operation of the Premises and concerning which there may be any doubt whether the title to same has been conveyed by or a security interest perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge and deliver any financing statement affidavit, continuation statement or certificate or other document as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such document.

31. The mailing of a written notice or demand addressed to the owner of record of the Premises, or directed to the owner at the last address actually furnished to the Mortgagee, or directed to owner at the Premises, and mailed by the United States Mails, certified mail, return receipt requested, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law. All notices to Mortgagor shall also be sent to (i) Mortgagor's Beneficiary, Higgins-Mannheim Properties, c/o Hawthorn Realty Group, Inc., 10275 W. Higgins Road, Rosemont, Illinois 60018 and (ii) Simon Rosemont, Inc., Merchants Plaza, 115 West Washington Street, Indianapolis, Indiana 46204.

32. Mortgagor warrants and agrees, unless acting in a representative capacity, in which case Mortgagor, as trustee of an identified Trust, agrees to deliver to Mortgagee certified copies of the trust agreement and all amendments thereto, together with certificates from the Beneficiary under which such Beneficiary warrants and agrees, that the proceeds of the Note will be used for the purposes specified in sub-section (c) of Section 4, Illinois Act in Regard to Interest (Ill. Rev. Chap. 74, Sec. 4) and that the principal obligation secured by this Mortgage constitutes a "business loan" coming within the definition and with the purview of the said sub-section.

33. Mortgagor, as trustee of the Trust aforesaid, hereby covenants and agrees, notwithstanding the provisions of said Trust, that any commissions, fees, charges, expenses, advance of funds or any other sum of money, if any, and the interest thereon, which may be incurred by

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Mortgagor, as trustee, and if a lien upon the Premises, shall be subject and subordinate to the lien of the within Mortgage and that any public sale permitted under said Trust shall be made subject to the lien of the within Mortgage upon the Premises.

34. All the covenants of the Mortgagor contained in this Mortgage shall run with the land.

35. As set forth in the COREA described in Paragraph 48 hereof, Mortgagor shall, directly or indirectly, provide, improve, pave, grade, surface, and thereafter maintain, clean, repair, police and adequately light all parking areas and/or structures for the use of the Premises, together with any sidewalks, aisles, streets, driveways, sidewalk cuts, elevators and stairways therein. It is also covenanted and agreed that these parking areas and/or structures shall be reserved and used for the purposes of providing ingress, egress and parking for automobiles and other passenger vehicles of the owners and tenants, and of the employees, licensees, invitees and customers of the owners and tenants, and further that as part of the parking areas and/or structures there shall be provided sufficient paved areas for ingress and egress and right of way to and from the adjacent public thoroughfares. Mortgagor covenants that the parking areas and/or structures shall not be (a) reduced so as to cause the parking area and structures to be unable to accommodate the number of automobiles required to be maintained hereby, (b) built upon (except for the parking structures), (c) obstructed (other than temporary obstructions for street repairs and repairs to parking areas), (d) redesignated or (e) leased or granted to any person except customers, licensees, invitees or employees of approved tenants, without the prior written consent of the Mortgagee, which shall not be unreasonably withheld or delayed, and that the parking areas and/or structures shall always be of sufficient size to accommodate not less than 900 not specifically designated spaces for the use by tenants of the Premises. All such spaces shall be of size and configuration complying with applicable governmental regulations. In the event a greater number of spaces shall be required by any governmental agency or local zoning laws, rules and regulations having jurisdiction over the Premises, Mortgagor covenants and agrees to at all times maintain such greater number of spaces. Mortgagor further covenants that no lease or other arrangement shall be made affecting the parking areas and/or structures which will cause a default under any lease to any approved tenants. The covenants, restrictions and reservations hereinabove set forth shall run with the land and shall continue in full force and effect so long as any part of the debt shall remain unpaid. The refusal or failure of Mortgagor, its successors or assigns, or any subsequent owner of the Premises, to comply with the foregoing shall constitute a default hereunder and the entire indebtedness together with accrued interest and all other sums due hereunder or under the Note, shall, at the option of the Mortgagee, become immediately due and payable.

36. In the event Mortgagor shall hereafter sell and lease back all or any part of the Premises and if, either the lien of the Mortgage shall be or shall hereafter have been made subordinate to any occupancy leases or subleases of the Premises, or the Mortgagee shall have granted non-disturbance to such leases or subleases, then the said leaseback and any mortgage upon said leaseback either (a) shall be made subordinate to the occupancy leases and subleases, or (b) shall provide for non-disturbance of the leases and subleases, and all the leases and subleases shall provide for attornment to the lessor under said leaseback and any mortgage of the leaseback as well as to Mortgagee.

37. Notwithstanding any provision herein or in the Note to the contrary, in the event Mortgagee shall at any time take action to enforce the collection of the indebtedness evidenced by the Note and secured hereby or to enforce any covenants under this Mortgage or any other instrument securing the Note, Mortgagee will proceed to foreclose this Mortgage instead of instituting suit upon the Note and if, as a result of such foreclosure and sale of the Premises, a lesser sum is realized than the amount then due and owing under the Note and this Mortgage, Mortgagee will not institute any action, suit, claim or demand

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in law or in equity against Mortgagor or Beneficiary, for or on account of such deficiency, provided, however, that nothing in this paragraph contained shall in any way affect or impair the lien of this Mortgage.

38. The Mortgage is executed by La Salle National Bank, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and La Salle National Bank hereby warrants that as such Trustee it possesses full power and authority to execute and deliver this Mortgage. It is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the part of La Salle National Bank personally to pay the outstanding indebtedness secured hereby, any interest which may accrue thereon or any other sums which may become due hereunder, or to perform any covenant, express or implied, contained herein. All such personal liability is expressly waived by the Holder for itself and its successors and assigns and in the event the Holder or any of its successors or assigns shall take action to enforce the collection of the indebtedness, the Holder and its successors and assigns shall do so in the manner provided herein or in any other instrument given to evidence and secure the indebtedness and shall look solely to the Premises, and/or to any other security given to secure the indebtedness, for the payment of the outstanding indebtedness, interest thereon and any other sums due hereunder.

39. Mortgagor warrants that on the date on which this Mortgage is executed and delivered, neither it nor the Premises are in violation of any covenants and restrictions of record, and Mortgagor further covenants and agrees that so long as the Mortgage shall remain a lien on the Premises it will do all things necessary to avoid the violation of any such covenants and restrictions.

40. As a special inducement to, from and after the date hereof until the date on which the principal indebtedness evidenced by the Note shall have been fully repaid and this Mortgage shall have been fully satisfied of record, Mortgagor covenants and agrees not to enter into any lease, license, rental or other agreement affecting the use or occupancy of all or any portion of the Premises without first submitting the same to the Mortgagee for its approval and without first securing the Mortgagee's express written consent thereto. A failure, refusal or neglect by Mortgagor to comply with this Paragraph shall constitute a default hereunder and Mortgagee at Mortgagee's option, may declare the entire indebtedness secured hereby together with accrued interest and all other sums due hereunder or under the Note, immediately due and payable.

41. Mortgagor shall at all times faithfully and timely perform or cause to be performed all of the terms, covenants and agreements, easements, permits or other instruments affecting the Premises. Mortgagor covenants and agrees that it will not waive or modify any of the terms of any of such agreements, easements, permits or other instruments or the rights or easements created thereby or cancel or surrender same or release or discharge any party thereunder or person bound thereby or from any of the terms, covenants or conditions thereof or permit the release or discharge of any party thereunder, without, in each instance, the prior written consent of Mortgagee, which will not be unreasonably withheld. Mortgagor shall take all necessary action to effect the performance of all of the obligations of the other parties to and the persons bound by the said agreements, easements, permits and other instruments.

Mortgagor will promptly give to Mortgagee copies of all notices, advices, demands, requests, consents, statements, approvals, disapprovals, authorizations, determination, satisfactions, waivers, designations, refusals, confirmations or denials which it shall give or receive under any of the aforesaid agreements, easements, permits and other instruments.

42. In the event Mortgagor shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall

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file any petition or answer seeking, consenting to, or acquiescing in, reorganization, arrangement, adjustment, composition, liquidations, dissolution or similar relief, under any present or future statute, law or regulation, or shall file an answer admitting or shall fail to deny the material allegations of a petition against it for any such relief, or if any such proceeding against Mortgagor seeking any such relief shall not have been dismissed within ninety (90) days after the commencement thereof; or if a trustee, receiver or liquidator of Mortgagor or any substantial part of its properties or assets shall be appointed with the consent or acquiescence of Mortgagor or if any such appointment, if not so consented to or acquiesced in, shall remain unvacated or unstayed for an aggregate of sixty (60) days, then the whole of the indebtedness secured hereby together with accrued interest and all other sums due hereunder and under the Note shall, at the option of Mortgagee, be deemed to be immediately due and payable and the same, with all other costs and charges, shall thereupon be collectible by suit at law or in the exercise of any remedy available under this Mortgage or at law or in equity in the same manner as if the whole of the principal sum had been made payable at the time when any of the foregoing contingencies shall have occurred. The remedies provided under this paragraph shall be in addition to and not a limitation on any other rights or remedies contained in this Mortgage or available as a result of any default by Mortgagor hereunder.

43. Mortgagor covenants and warrants that the Premises are and will be the subject of building permits and certificates of occupancy validly issued and outstanding for the construction of the Improvements and that the Premises are (and Mortgagor covenants that they will remain) permitted by and are consistent with any and all zoning, ecological, environmental and use restrictions and all other governmental laws, rules and regulations applicable to the Premises and Mortgagor agrees that these covenants and warranties shall be fully accurate and in force continually hereafter for so long as the indebtedness secured hereby is unpaid.

44. Mortgagor covenants not to initiate, join in, or consent to any change in any zoning ordinance, private restrictive covenants or other public or private restriction changing, limiting or restricting the uses which may be made of the Premises or any part thereof, without the prior written consent of Mortgagee in each instance, which shall not be unreasonably withheld.

45. All property of every kind and description located on and used in connection with the Premises and acquired by Mortgagor after the date hereof which by the terms hereof is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security interest of this Mortgage. Nevertheless, Mortgagor, at any time, upon the request of Mortgagee will execute, acknowledge and deliver all such additional papers and instruments and all such further assurances of title and will do or cause to be done all further acts and things as may, subject to the conditions contained in this Mortgage, be proper or reasonably necessary for carrying out the intent of this Mortgage.

46. Notwithstanding anything herein or in the Note secured hereby to the contrary, it is hereby agreed that in no event shall the amount paid, or agreed to be paid, to the Mortgagee as interest pursuant to the terms of the Note secured hereby exceed the highest lawful rate permissible under applicable usury laws, if any. If the Mortgagee would, but for the operation of this paragraph, ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder, without imposition of any penalty, and not to the payment of interest.

47. Mortgagor covenants and agrees that Mortgagor shall not enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which

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provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the portion of the Premises leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts of sales). Any such lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or utilization of any part of the Premises. Mortgagor further covenants and agrees that it shall include in each lease, sublease, license, concession or other agreement for use, occupancy or utilization of space on the Premises a provision that neither lessee nor any other person having an interest in the possession, use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the portion of Premises leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipt or sales), and that any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises, and Mortgagor further agrees to use reasonable efforts to enforce such provisions. A breach of the covenants and agreements of this section shall be a material breach of this Mortgage.

48. Mortgagor shall at all times, faithfully keep and perform or cause to be kept and performed, all of the terms, covenants and conditions contained in the Declaration of Covenants, Conditions, Restrictions and Certain Reciprocal Rights and Easements (the "COREA") dated November , 1987 made by Mortgagor and

Mortgagor represents and warrants that with respect to the COREA:

- (1) The COREA has not been modified or amended in any manner whatsoever and that it represents the entire agreement among the respective parties respecting the matters therein contained;
- (2) The COREA is in full force and effect and Mortgagor has not sent, nor has it received, any notice alleging a default by any party of its obligations thereunder and that the parties thereto are in compliance with their respective obligations thereunder; and
- (3) Mortgagor has complied with all of the obligations to be performed by it under the COREA.

Mortgagor further covenants and agrees respecting the COREA and its obligations thereunder:

- (A) That it shall at all times faithfully keep, observe and perform or cause to be kept and performed all of the terms, covenants and conditions on Mortgagor's part to be performed under the COREA; and
- (B) That it shall at all times take all necessary action to require the other party to the COREA or any other appropriate entity to perform and fulfill its obligations thereunder and shall not, without first obtaining the written consent of Mortgagee, waive, release or discharge the other party to the COREA from any of its obligations thereunder; and
- (C) That it shall not modify, amend or alter any of the terms, covenants or conditions of the COREA in any manner whatsoever and shall not cancel or surrender the COREA or permit the COREA to be cancelled or surrendered without first obtaining the express written consent of the Mortgagee which shall not be unreasonably withheld; and

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- (D) That, simultaneously with the forwarding of same, it shall transmit a copy of any notice sent by Mortgagor or any other appropriate entity alleging default or other non-compliance by the other party to the COREA with any of its obligations under the COREA and Mortgagee is hereby given the right and option (after a default hereunder), but not the obligation, to act in place and stead of Mortgagor in enforcing any of the remedies and rights which Mortgagor has under the COREA against the other party thereto; and
- (E) That promptly after receipt of the same and in any event no more than five days after receipt thereof, Mortgagor shall forward to Mortgagee, at its address first above written, any and all notices sent by any party to the COREA alleging non-compliance by Mortgagor with its obligations under the COREA.

That the entire indebtedness secured hereby and all accrued and unpaid interest thereon shall immediately become due and payable, at the option of Mortgagee, in the event Mortgagor breaches the representations and warranties herein contained with adverse effects on the Premises or otherwise fails to comply with the covenants and agreements contained in this Paragraph with adverse effects on the Premises. Additionally, if the Mortgagee, either pursuant to the provisions of the COREA or pursuant to Mortgage, takes any action to cure Mortgagor's obligations under the COREA, the costs together with interest from the date on which such costs and expenses are incurred by Mortgagee with respect thereto, together with interest from the date on which such costs and expenses are incurred by Mortgagee at the rate of ELEVEN (11%) percent per annum, shall be due and payable by Mortgagor upon demand and the amount so expended, plus interest as aforesaid, shall be deemed an additional advance hereunder and shall be deemed secured by this Mortgage.

49. On the date hereof, Mortgagor will establish an escrow account (hereinafter referred to as the "Escrow Account") in the form approved by Mortgagee with a title company approved by Mortgagee in an amount equal to the shortfall, if any, between the net income from the Premises during the first year of the term hereof (hereinafter referred to as the "First Loan Year") (as projected by Mortgagor and subject to reasonable acceptance by Mortgagee based on leases of the Premises in effect) and the amount necessary to insure a 1.15 coverage on the amount payable by Mortgagor to Mortgagee under the Note secured hereby for the First Loan Year. The amount of the Escrow Account shall be reduced by payments to Mortgagor on a monthly basis by an amount equal to funds of Mortgagor which are used to pay operating deficits for the preceding month or months, to the extent of the budgeted deficits for such month or months contained in the projections previously accepted by Mortgagee. If during any Loan Year less than the budgeted deficit amount for any month is withdrawn, it may be withdrawn in a subsequent month in that Loan Year only to the extent that the actual operating deficit for such subsequent month exceeds the budgeted deficit for such subsequent month. The First Loan Year shall be defined as the time between the date hereof and December 31, 1987, and each year thereafter (hereinafter referred to as a "Loan Year") shall consist of the immediately following twelve (12) month period, except that the fourth Loan Year is defined as the time between January 1, 1990 and the fourth anniversary of the date hereof. In addition, thirty (30) days prior to the end of the first, second and third Loan Years, Mortgagor will deposit into the Escrow Account an amount which when added to the funds remaining in the Escrow Account at the end of the year will equal the shortfall, if any, between the immediately following Loan Year's projected net income (as projected by Mortgagor and subject to reasonable acceptance by Mortgagee based on leases of the Premises in effect) and the amount necessary to insure a 1.15 coverage on the amount payable by Mortgagor to Mortgagee under the Note secured hereby for such Loan Year. Failure to establish and maintain the Escrow Account as provided herein shall constitute a default hereunder. Upon any default hereunder, in addition to all other rights and remedies contained herein, Mortgagee shall have the right to

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collect the full amount on deposit in the Escrow Account and apply the proceeds in payment of the obligations secured hereby in such order and amounts as Mortgagee shall determine in its sole discretion. The sole remedy with respect to the Escrow Account shall be to draw on the outstanding balance of the then existing Escrow Account.

50. In connection with the development by Mortgagor or by any entity of which one or more of the general partners of Beneficiary is a principal, either directly or indirectly, of a second office building on the land adjacent to the Premises (hereinafter referred to as the "Second Office Building Premises"), Beneficiary (or the entity actually developing) shall make application first to Mortgagee for the permanent financing of said Second Office Building Premises and Mortgagee shall thereupon have thirty (30) days after the receipt thereof within which to accept or decline such application. If Mortgagee declines such application, Beneficiary shall have 90 days commencing after (i) Mortgagee has declined such application or (ii) said 30 day period shall have expired, whichever event sooner occurs, within which to obtain a commitment or a bona fide satisfactory offer of commitment on substantially the same terms (on an overall basis as opposed to a point-by-point basis) as those set forth in the application referred to above, or on terms more favorable to Beneficiary and submit to Mortgagee within said 90 day period a duly executed copy of said commitment; provided, however, that if Beneficiary fails within said period to obtain such commitment or offer of commitment, Beneficiary shall be required to make application to Mortgagee for such permanent financing in accordance with the requirements set forth herein before Beneficiary shall be entitled to obtain any other commitment or offer of commitment for such permanent financing in accordance with the provisions of this Paragraph. The foregoing right of first refusal to provide future financing shall be evidenced and secured by an agreement in form and content satisfactory to Beneficiary and such an agreement or a notice thereof shall be recorded against the Second Office Building Premises among the land records of Cook County, Illinois. Permanent financing shall mean a loan for a period of more than seven years. Such application shall not require any good faith deposit.

51. Mortgagor understands that Mortgagee, in making the loan evidenced by the Note, is relying to a material extent upon the business expertise and net worth of Mortgagor and Beneficiary and upon the continuing interest which Mortgagor and Beneficiary have in the Premises. Accordingly, in the event Mortgagor or Beneficiary or any person or entity with an interest in Mortgagor or Beneficiary shall, directly or indirectly, involuntarily, sell, assign, transfer, or dispose of, or further encumber or suffer to exist any lien other than the lien of this Mortgage against, all or any part of the Premises, or in the event the composition or control of Mortgagor or Beneficiary or of any entity with an interest in Mortgagor is changed (including, without limitation, the transfer of any shareholder or partnership interest in Beneficiary or the change in control or composition of any shareholder or partner), then, or at any time thereafter, Mortgagee may, at its option, declare the principal balance of the Note and all accrued interest thereon and all other sums secured by this Mortgage immediately due and payable, and may exercise any other rights set forth herein or in any document which secures the indebtedness evidenced hereby. Notwithstanding the foregoing, so long as there are no defaults hereunder and so long as a prospective purchaser, assignee or transferee of the Premises or of either partner's interest in Beneficiary is a Qualified Purchaser, Mortgagee will not unreasonably withhold its consent to such a sale, assignment or other transfer, so long as such sale, assignment or other transfer occurs after the third anniversary of the date hereof. In addition, notwithstanding the above, either partner of Beneficiary shall have the right to (i) purchase the other partner's interest therein or (ii) transfer portions of their interest therein so long as they retain a majority of such interest. Further, a change in control as a result of the death of an individual partner or shareholder of either partner of Beneficiary shall not be deemed a violation of this paragraph. Neither partner of Beneficiary, nor a partner or shareholder of a partner of Beneficiary, shall be prohibited from pledging their respective interests to a bank as security for a loan so long as there

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remains unpledged 51% of Beneficiary. A Qualified Purchaser, as defined herein, shall be a reputable entity or individual(s) with a net worth of at least \$80,000,000 and who has, experience equal to, if not greater than Beneficiary in the operation, management and ownership of property reasonably equivalent to the Premises. Any of the aforementioned permitted transfers shall be made without any cost other than costs and expenses incurred by Mortgagee in administering such transfers. A breach of the covenants and agreements of this section shall be a material breach of this Mortgage entitling Mortgagee to exercise all remedies available to it at law and under this Mortgage respecting this breach.

52. At the option of the Mortgagee, the indebtedness secured hereby, together with accrued interest and all other sums due hereunder or under the Note, shall immediately become due, if Mortgagor, or any subsequent owner of the Premises, or any part thereof, be a corporation, foreign or domestic, and fails to file within the prescribed time or any extensions thereof any and all corporation franchise tax reports and/or other tax reports or returns, as required under the provisions of any present or future law of the State of Illinois, and/or fails to pay any and all corporation franchise taxes and/or similar taxes when due or payable, as required by any present or future law of the State of Illinois and results in a material adverse effect on the Premises.

53. Mortgagor has made or provided for making, or will make or provide for making, on a timely basis, any reports or returns required under Section 6045 (e) of the Internal Revenue Code of 1986 (and any similar reports or returns required by state or local law) relating to the Premises notwithstanding the fact that the primary reporting responsibility may fall on the Mortgagee, counsel for the Mortgagee, or other party. Mortgagor's obligation under this Paragraph 55 will be deemed to be satisfied if proper and timely reports and returns required under this Paragraph 55 are filed by a title company or real estate broker involved in the real estate transaction relating to the Premises, but nothing contained herein shall be construed to require such returns or reports to be filed by Mortgagee or counsel for Mortgagee.

54. The Mortgagor hereby waives, to the full extent permitted by law, the pleading of any statute of limitations as a defense to any and all obligations secured by this Mortgage.

55. The Mortgagor forthwith upon the execution and delivery of this Mortgage, and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the Premises and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Mortgagee in the Premises. The Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgement of this Mortgage; any mortgage or deed of trust supplemental hereto, any instrument of further assurance, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage or deed of trust supplemental hereto, any security instrument with respect to the Premises or any instrument of further assurance. The Mortgagor shall hold harmless and indemnify the Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

56. Except as otherwise specifically provided herein, wherever pursuant to this Mortgage, the Mortgagee exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to the Mortgagee, the decision of the Mortgagee to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole discretion of the Mortgagee and shall be final and conclusive.

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57. That notwithstanding anything herein to the contrary, Mortgagee shall be only entitled to enforce the remedies under the Note and of this Mortgage, upon default in the payment of any sum of money when due under any provision of the Note, or this Mortgage, including but not limited to the payment of any installment of interest only or of principal and interest, which default shall continue uncorrected for ten (10) business days without notice, or, upon default in the performance of any other covenant, term, provision, condition or warranty contained in this Mortgage or any instrument or agreement elsewhere referred to in this Mortgage, to be performed or observed by Mortgagor, which default shall continue uncorrected for thirty (30) business days after notice thereof to Mortgagor, or such longer period as may be required to diligently cure a default of such nature that it cannot be cured within thirty (30) business days, provided, Mortgagor has commenced to cure same within said thirty (30) business days period and thereafter continues to diligently prosecute the cure thereof. Failure of Mortgagee to exercise any such remedy after any such default remains continuing and uncorrected after the expiration of the time periods aforesaid shall not constitute waiver of the right to exercise same in the event of any subsequent default.

58. If Mortgagor fails to make any payment of interest or principal when due a late charge for damages immediately shall be due and payable. Mortgagor recognizes that default by Mortgagor in making the payments due pursuant to the Note and this Mortgage when those payments are due causes Mortgagee to incur additional expenses in servicing the loan, in Mortgagee's use of the money due and in frustration to Mortgagee in meeting its loan commitments. Mortgagor agrees that, if for any reason Mortgagor fails to pay amounts due under the Note or under the Mortgage when due, Mortgagee shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Mortgagor therefore agrees that a sum equal to two cents (\$.02) for each one dollar (\$1.00) of each payment which becomes delinquent is a reasonable estimate of the said damages to Mortgagee, which sum Mortgagor agrees to pay on demand.

59. That notwithstanding any provision herein to the contrary and in particular Paragraph 4 herein, in the event of any such loss or damage as therein described to the Improvements upon the Premises, it is hereby understood, covenanted and agreed that Mortgagee shall make the proceeds received under any such insurance policies as therein described available for the restoration of the Improvements so damaged, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that Mortgagee shall first be given satisfactory proof that such Improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (c) that in the event such proceeds shall be insufficient to restore or rebuild the said Improvement, Mortgagor shall deposit promptly with Mortgagee funds which, together with the insurance proceeds, shall be sufficient to restore and rebuild the said Premises; (d) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild said Improvements, then Mortgagee, at its option, may restore or rebuild the said Improvements, for or on behalf of the Mortgagor and for such purpose may do all necessary acts; (e) that waiver of the right of subrogation shall be obtained from any insurer under such policies of insurance who, at that time, claims that no liability exists as to Mortgagor or the then owner or the assured under such policies; (f) that the excess of said insurance proceeds above the amount necessary to complete such restoration shall be applied as hereinbefore provided as a credit upon any portion as selected by Mortgagee, of the indebtedness secured hereby; and (g) that the aggregate minimum monthly rental payable thereafter under all leases within the Premises shall not be less than the sum of: 1/12th of the annual ground rental, if any, 1/12th of the annual taxes and assessments thereon, 1/12th of the annual premiums for insurance required hereunder and the monthly installments of interest or of principal and interest, as the case may be, required to be paid under the Note secured hereby, or otherwise if less than such

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sum, then so much of the insurance proceeds shall first be applied upon the said indebtedness, so that upon payment monthly of an amount equal to such aggregate minimum monthly rental, sufficient funds shall be available when applied monthly to pay said taxes and assessments and insurance premiums, interest and principal, in which latter event, the monthly installments under said Note shall be reduced accordingly. Notwithstanding the provisions of subparagraph (g) of the immediately preceding sentence ("Subparagraph G"), if Mortgagor shall agree to deposit into an escrow account on the same general terms and provisions as set forth in Paragraph 49 hereof on an annual basis an amount sufficient so that when 1/12th of said amount is added to the aggregate rentals payable thereafter under all leases within the Premises such total shall not be less than the monthly sum required under Subparagraph G, then the conditions of Subparagraph G shall be deemed to have been met and no reduction of the indebtedness shall be required. At such time as the actual minimum monthly rental payment required under Subparagraph G is met, such escrow account will no longer be required. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such insurance proceeds as provided in Paragraph A hereof shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions in any of the said leases nor obligated to take any action to restore the said Improvements.

60. That notwithstanding any provision herein to the contrary and in particular Paragraph 10 hereof, in the event of any damage or taking as therein described by eminent domain of less than the entire Premises, it is hereby understood, covenanted and agreed that Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of restoring so much of the Improvements within the Premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that Mortgagee shall first be given satisfactory proof that such Improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (c) that in the event such award shall be insufficient to restore and rebuild the said Improvements, Mortgagor shall deposit promptly with Mortgagee funds which, together with the award proceeds, shall be sufficient to restore and rebuild the said Premises; (d) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said Improvements, Mortgagee, at its option, may restore or rebuild the said Improvements for or on behalf of Mortgagor and for such purpose may do all necessary acts; (e) that the excess of said award not necessary for completing such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby; and (f) and that the aggregate monthly rental payable thereafter under all leases within the Premises shall not be less than the sum of: 1/12th of the annual ground rent, if any, 1/12th of the annual taxes and assessments and 1/12th of the annual premiums for insurance required hereunder and the monthly installments of interest or of principal and interest, as the case may be, required to be paid under the Note secured hereby, or otherwise if less than such sum, then so much of the award first be applied upon the indebtedness, so that upon payment monthly of an amount equal to such aggregate minimum monthly rental, sufficient funds shall be available when applied monthly to pay said taxes, assessments and insurance premiums, interest and principal, in which latter event, the monthly installments under said Note shall be reduced accordingly. Notwithstanding the provisions of subparagraph (f) of the immediately preceding sentence ("Subparagraph F"), if Mortgagor shall agree to deposit into an escrow account on the same general terms and provisions as set forth in Paragraph 49 hereof on an annual basis an amount sufficient so that when 1/12th of said amount is added to the aggregate rental payable thereafter under all leases within the Premises such total shall not be less than the monthly sum required under Subparagraph F, then the conditions of Subparagraph G shall be deemed to have been met and no reduction of the indebtedness shall be required. At such time as the actual minimum monthly rental

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payment required under Subparagraph F is met, such escrow account will no longer be required. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided in Paragraph 10 hereof shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions in any of the said leases nor obligated to take any action to restore the said Improvements.

61. The Mortgagor hereby waives and releases any right to have the Premises marshalled.

62. The Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Premises and to bring any action or proceeding, in the name and on behalf of the Mortgagor, which the Mortgagee, in its discretion, feels should be brought to protect its interest in the Premises.

63. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

64. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor and/or any subsequent owner or owners of the Premises or any part thereof or interest therein", the word the "Mortgagee" shall mean the "Mortgagee or any subsequent holder of the Note", the word "Note" shall mean "the Note or any other evidence of indebtedness secured by this Mortgage", the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity and the word "Premises" shall include any portions of the Premises or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

65. The Mortgagor shall not be entitled to any notices of any nature whatsoever from the Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by the Mortgagee to the Mortgagor, and the Mortgagor hereby expressly waives the right to receive any notice from the Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by the Mortgagee to the Mortgagor.

66. This Mortgage may not be modified, amended, changed, discharged or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of the modification, amendment, change, discharge or termination is sought.

67. This Mortgage or Trust Deed in the nature of a Mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 112848 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said Mortgagor or Grantor, or on said LA SALLE NATIONAL BANK personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied or warranty, herein contained, all such liability, if any, being hereby expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owners or holders of the Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holder of the Note and the owner or owners of any indebtedness accruing

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hereunder shall look solely to the Premises hereby Mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said Note provided or by action to enforce the personal liability of the Guarantor or Guarantors, if any.

IT IS SPECIFICALLY AGREED that time is of the essence of this contract and that the waiver of the option, or obligations secured hereby, shall not at any time thereafter be held to be abandonment of such rights.

ALL OF THE COVENANTS herein contained shall bind, and the benefits and advantages thereof shall also insure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagor, has caused this writing to be signed, sealed and delivered the day and year herein first written.

LA SALLE NATIONAL BANK, not personally but solely as Trustee under Trust No. 112848

By: [Signature]
Assistant Vice President

Secretary

Attest [Signature] Assistant /
Record and Return to:

Prepared by:

Jonathan E. Miner, Esq.
Teachers Insurance and Annuity
Association of America
730 Third Avenue
New York, New York 10017

Mail to:

Virginia M. Harding
Gould & Patner
222 N. LaSalle St
Chicago IL 60601

BOX 333-HV

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

I, Harriet Denisewicz, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Corinne Bek, Assistant Vice President of La Salle National Bank and Rosemary Collins, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as trustee aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of November, 1987.

Harriet Denisewicz
Notary Public

My Commission Expires:

October 30th, 1991

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EXHIBIT A

PARCEL 1 "PLAZA"

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF MANNHEIM ROAD, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 (THE WEST LINE OF SAID SOUTHWEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF MANNHEIM ROAD, 276.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L 7109, CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 35 MINUTES 51 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTH LINE, 11.01 FEET TO THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO. 65L 7109; THENCE NORTH 00 DEGREES 13 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 69.45 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 13 MINUTES 18 SECONDS EAST ALONG THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO. 65L 7109, 179.15 FEET TO A POINT ON A LINE 575.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING 45.00 FEET EAST OF THE INTERSECTION OF SAID LAST DESCRIBED PARALLEL LINE WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L 8179, CIRCUIT COURT OF COOK COUNTY, 25.86 FEET; THENCE NORTH 90 DEGREES 00 MINUTES SECONDS EAST, 404.00 FEET TO AN INTERSECTION WITH A LINE 449.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 205.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 405.42 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 83,022 SQUARE FEET OR 3.906 ACRES.

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PARCEL 2 "10275 BUILDING"

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF MANNHEIM ROAD, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 (THE WEST LINE OF SAID SOUTHWEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF MANNHEIM ROAD, 276.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L 7109, CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 35 MINUTES 51 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTH LINE, 11.01 FEET TO THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO. 65L 7109; THENCE NORTH 00 DEGREES 13 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 69.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 405.42 FEET TO AN INTERSECTION WITH A LINE 449.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 329.69 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 87 DEGREES 39 MINUTES 06 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 417.04 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 140,164 SQUARE FEET OR 3.218 ACRES.

PARCEL 3

The Reciprocal and Non-Exclusive Rights, Easements and Privileges of Use, Ingress and Egress, Parking and for other purposes created and granted as an appurtenance to Parcels 1 and 2 in and by that certain Declaration of Covenants, Conditions, Restrictions, Rights and Easements dated as of 11-27-87, which said Agreement was recorded 11-30-87 as Document 87633677 in, on, over, upon and under certain adjoining real property therein more particularly described together with all the rights, powers, privileges and benefits accruing to the owner of Parcels 1 and 2, its successors, legal representatives and assigns."

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