

ESTOPPEL AND NONDISTURBANCE AGREEMENT

T71C 233392 Call Gmb-510

This Estoppel and Nondisturbance Agreement (the "Agreement"), dated as of November 20, 1987, is provided by ~~THE~~ LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana Corporation ("Lincoln") in connection with a loan or loans (the "Loan") made or to be made by SECURITY PACIFIC NATIONAL BANK, a national banking association ("Bank"), to SIERRA CAPITAL REALTY TRUST VI, a California corporation ("Borrower"), secured by a Mortgage and Assignment of Rents (the "Mortgage") encumbering Borrower's interest in that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). Bank requires this Agreement as a condition of making the Loan. In connection therewith, Lincoln hereby certifies to Bank and agrees as follows:

1. Lincoln is the mortgagee under that certain Mortgage and Security Agreement encumbering the Property, dated June 1, 1978, executed by La Salle National Bank, not personally but as Trustee under a Trust Agreement dated March 2, 1977 and known as Trust Number 52157 ("La Salle"), as mortgagor, and recorded on June 13, 1978, as Document No. 24,488,027 in the Official Records of Cook County, Illinois, as modified by an instrument executed by La Salle and recorded February 27, 1980, as Document No. 25,374,456 in the Official Records of Cook County, Illinois (as modified, the "Mortgage"). Lincoln is also the assignee under that certain Assignment of Rents and Profits (the "Rents Assignment") dated June 1, 1978, executed by La Salle, as assignor, and recorded on June 13, 1978, as Document No. 24,488,028, and re-recorded on February 27, 1980, as Document No. 25,374,457, in the Official Records of Cook County, Illinois. Lincoln is also the assignee under that certain Assignment of Leases (the "Lease Assignment"), executed as of June 1, 1978, by La Salle, as assignor, and recorded on June 13, 1978, as Document No. 24,488,023 in the Official Records of Cook County, Illinois. The Mortgage, the Rent Assignment and the Lease Assignment secure a promissory note (the "Note") dated as of June 1, 1978, in the original principal amount of \$1,720,000.00.

THIS DOCUMENT PREPARED BY:

Mail to

Sheppard, Mullin, Richter & Hampton
Four Embarcadero Center, 17th Floor
San Francisco, California 94111
Attention: William R. Wyatt

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BOX 15

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2. A true and complete copy of the Note is attached hereto as Exhibit "B," a true and complete copy of the Mortgage is attached hereto as Exhibit "C," a true and complete copy of the Rents Assignment is attached hereto as Exhibit "D" and a true and complete copy of the Lease Assignment is attached hereto as Exhibit "E." The Note, the Mortgage, the Rents Assignment and the Lease Assignment are hereinafter collectively referred to as the "Lincoln Loan Documents."

3. Except as set forth in Exhibit "C" attached hereto, there have been no modifications, supplements, amendments, assignments, or extensions, oral or written, of any of the Lincoln Loan Documents.

4. To the best of Lincoln's knowledge, Borrower is not in default in the performance of the terms and provisions of any of the Lincoln Loan Documents, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute such a default.

5. As of the date hereof, the principal amount of \$1,531,116.82 remains due and owing from Borrower to Lincoln pursuant to the Lincoln Loan Documents. The loan evidenced by the Lincoln Loan Documents (the "Lincoln Loan") is paid current through November 1, 1987, and is payable in equal monthly installments of \$14,498.56, due on the first day of each month. Borrower has no right to request additional advances under the Lincoln Loan Documents, or otherwise to increase the amount of the Lincoln Loan.

6. Lincoln understands that Borrower intends to grant to Bank a lien on the Property as security for the Loan, and Lincoln hereby consents to such grant and lien.

7. Lincoln will use its best efforts to notify Bank prior to amending or modifying any of the Lincoln Loan Documents.

8. Lincoln will use its best efforts to notify Bank in writing of any occurrences which may constitute a default by Borrower under any of the Lincoln Loan Documents, and Lincoln will endeavor to provide Bank with a period of at least fifteen (15) days after Bank's receipt of notice within which to cure any such default prior to taking any action with respect to such default.

9. Notwithstanding Bank's right to cure Borrower's defaults under the Lincoln Loan Documents, Bank shall have no obligation to cure any such defaults, and shall not be liable for any of Borrower's obligations under the Lincoln Loan Documents.

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10. In accordance with the provisions of Paragraph 8 above, correspondence to Bank should be addressed as follows:

Security Pacific National Bank
One Embarcadero Center, 4th Floor
San Francisco, California 94111
Attention: Stephen Saul

11. The agreements contained herein shall be binding upon Lincoln's successors and assigns. Lincoln understands and acknowledges that Bank is relying upon this Agreement in making the Loan. Notice of acceptance of this Agreement by Bank is waived.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,
an Indiana corporation

By Kathleen Peterson
Kathleen Peterson - Assistant Secretary

[Printed Name and Title]

Agreed to:

SIERRA CAPITAL REALTY TRUST VI,
a California corporation, doing business in Illinois under the
assumed name of Sierra Capital Realty
VI Co.

By [Signature]
Robert R. Walker, Jr., President

[Printed Name and Title]

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STATE OF INDIANA)
)
COUNTY OF Allen) ss.

On this 20th day of Nov., 1987, before me, the undersigned Notary Public, personally appeared Kathleen Peterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Asst. Secretary, of Lincoln National Life Insurance Company, an Indiana corporation, the corporation that executed the within instrument, and acknowledged to me that he executed the within instrument as Asst. Secretary, of Lincoln National Life Insurance Company, an Indiana corporation, and that said corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

Debris J. Green

Notary Public in and for
said County and State



My commission expires.

DEBRIS J. GREEN
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
COMMISSION EXPIRES AUG. 5, 1988
ISSUED BY INDIAN NOTARY ASSOC.

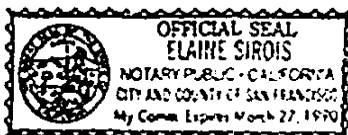
STATE OF CALIFORNIA)
)
COUNTY OF San Francisco) ss.

On December 7, 1987, before me, the undersigned, personally appeared Robert B. Walker, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as President of the corporation therein named and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Elaine Sirosis

Notary Public in and for
said County and State

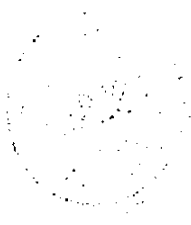
My commission expires: 3-27-



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11/15/2011 10:00 AM

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Exhibit "A" to Estoppel and Nondisturbance Agreement

The land situated in the County of Cook, State of Illinois
described as follows:

Lot 73 in Centex Industrial Park Unit
No. 44, being a subdivision in
Section 34, Township 41 North, Range 11
East of the Third Principal Meridian, in
Cook County, Illinois.

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Exhibit "B" to
Estoppel and Nondisturbance Agreement

Copy of Note

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INSTALLMENT NOTE

\$1,720,000

Chicago, Illinois
June 1, 1978

FOR VALUE RECEIVED, the Undersigned LA SALLE NATIONAL BANK, not personally but as Trustee under a Trust Agreement dated March 2, 1977 and known as Trust Number 52157 ("Maker") hereby promises to pay to the order of THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana Corporation, the principal sum of ONE MILLION SEVEN HUNDRED TWENTY THOUSAND AND NO/100THS DOLLARS (\$1,720,000) with interest on unpaid principal from date of disbursement at the rate of Nine and Three-Eighths percent (9-3/8%) per annum until maturity. Interest shall be computed on the basis of a 360 day year of twelve 30 day months.

Payment of said principal and interest shall be made in 240 installments as follows: Monthly installments of principal and interest shall be made in the sum of Fourteen Thousand Four Hundred Ninety-Eight and 55/100ths Dollars (\$14,498.56) commencing on the first day of July, 1978 and a like sum shall be paid on the first day of each month in each year thereafter until the first day of June, 1998, on which date the entire balance of principal and interest then unpaid thereon shall become due and payable.

If at the time set for the first payment of combined interest and principal, interest is due and accrued for more than or less than thirty (30) days, the first said combined payment shall be increased or decreased, as the case may be, to the extent that the amount of interest due is more than or less than thirty (30) days interest.

Each payment shall be credited first to interest then due and the remainder to principal. The principal portion of each installment shall bear interest at the rate of thirteen and three-eighths percent (13-3/8%) per annum after maturity or default.

Principal and interest shall be paid at such place as the legal holder hereof may, from time to time, in writing appoint and, in default of such appointment, at the principal office of Baird & Warner, Inc. in the City of Chicago, State of Illinois.

If any suit or action is instituted or any attorney is employed to collect this Note or any part thereof, the undersigned promises and agrees to pay all costs of collection including reasonable attorney's fees.

The payment of this Note is secured by a Mortgage and Security Agreement, conveying real estate located in Cook County, Illinois, and an Assignment of Rents and Assignment of Leases covering the same real estate, all of even date herewith. In the event of default in the payment of principal and interest when due, as aforesaid, the principal sum remaining unpaid, together with accrued interest, shall become due and payable immediately at the option of the holder hereof and without notice. In the event of default in the performance of any other covenant or condition in this Note or the aforesaid Mortgage and Security Agreement, Assignment of Rents, or Assignment of Leases, which shall have continued for a period of thirty (30) days after written notice thereof shall have been given to Mortgagor by Mortgagee in accordance with paragraph 30 of said Mortgage and Security Agreement, then the principal sum remaining unpaid, together with accrued interest, shall become due and payable immediately at the option of the holder hereof and without further notice. Failure to exercise this option, however often, shall not constitute a waiver of the right to exercise same in the event of any subsequent default. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived.

Except as provided above, no privilege is reserved to prepay the principal during the first Ten (10) Loan Years. Beginning with the Eleventh (11th) Loan Year, and upon sixty (60) days written notice, privilege is reserved to pay the loan in full on any payment date, upon payment of a prepayment charge of Five Percent (5%) if the loan is paid in full during the Eleventh (11th) Loan Year. Thereafter, such prepayment charge shall decline to One Percent (1%) at the rate of One-Half of One Percent (1/2 of 1%) per year, beginning with the Twelfth (12th) Loan Year. The

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COOK COUNTY CLERK'S OFFICE
111 N. WASHINGTON ST.
CHICAGO, ILL. 60602
TEL: 312.603.1000

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prepayment charges are to be computed on the unpaid principal balance at the time of such prepayment. It is understood and agreed that the Eleventh (11th) Loan Year stated herein commences on June 1, 1978. If any proceeds from insurance covering any fire or casualty loss or any award for a condemnation taking are applied toward the reduction of any or all of the outstanding principal balance of the loan instead of applying them toward the repair or restoration of the premises encumbered by the Mortgage and Security Agreement securing payment of this Note no prepayment premium shall be due or payable for any funds so applied.

The Maker covenants and agrees that the indebtedness evidenced hereby does qualify as a "Business loan" under the terms of Chapter 72, Paragraph 2 (1)(c) of the Illinois Revised Statutes.

As used herein, the following terms shall have the following meanings respectively:

Payment Date: Any Date specified herein for the payment of an installment of combined principal and interest.

Loan Year: The period of twelve consecutive months commencing with the first day of June, 1978, and each succeeding period of twelve consecutive months commencing on the anniversary thereof in each year thereafter.

This Note is executed by LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possess full power and authority to execute this instrument), and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in any property or funds at any time subject to said trust agreement, including the property described in the Mortgage given to secure payment hereof, because or in respect of this Note or the making, issue, or transfer thereof, or the Mortgage or any other instrument securing payments of this Note, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or of any installment hereof or default in the performance of any covenant contained in the Mortgage or any other instrument securing payment of this Note, the sole remedy of the holder hereof shall be by foreclosure of said Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in said Mortgage set forth, the enforcement of the Assignment of Lease, the enforcement of the Assignment of Rents and Profits, or any or all of them.

LA SALLE NATIONAL BANK,
not personally but as
Trustee, as aforesaid

(SEAL)

Attest:

Assistant

Secretary

By:

President

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Exhibit "C" to
Estoppel and Nondisturbance Agreement

{Copy of Mortgage and Security Agreement}

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MORTGAGE AND SECURITY AGREEMENT

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THIS INSTRUMENT, herein referred to as "Mortgage", made this 1st day of June, 1978, by and between CASALLE NATIONAL BANK, not personally but as Trustee under a Trust Agreement dated March 2, 1977 and known as Trust Number 52157, hereinafter called "Mortgagee", and THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation, having its Home Office at 1100 South Clinton Street, Fort Wayne, Indiana 46801, hereinafter called "Mortgagor",

WITNESSETH:

THAT, WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon the installment note hereinafter described in the principal sum of One Million Seven Hundred Twenty Thousand and no/100ths DOLLARS (\$1,720,000.00), evidenced by one certain mortgage note of the Mortgagor of even date herewith, made payable to the order of and delivered to the Mortgagee, in and by which said note the Mortgagor promises to pay at the place designated in said note, the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the first day of June, 1998.

AND WHEREFORE, the Mortgagor to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions, and limitations of this Mortgage, and of the note secured hereby, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents, GRANT, DEMISE, RELEASE, ALIEN, CONVEY and WARRANT unto the Mortgagee, its successors and assigns, all that certain lot, piece or parcel of land with the buildings and improvements now or hereafter situate thereon, lying and being in the City of Elk Grove Village, County of Cook, and State of Illinois bounded and described on Exhibit "A" hereto attached and hereby made a part of this Mortgage.

TOGETHER WITH all and singular the easements, hereditaments, assessments, riparian or other rights and appurtenances thereunto belonging or in anywise appurtenant, and the rights, if any, in all adjacent roads, ways, streams and all (y) and the reversion or reversions, remainder and residuals, rents, issues and profits thereof (which are pledged primarily and with priority with said real estate and not secondarily); and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER WITH all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation of said property, including but not limiting the general of the foregoing, all heating, air conditioning, appliances, freezing, lighting, laundry, incinerating and dynamo and generating equipments; engines, pipes, pumps, tanks, motors, conduits, sash-crocks, plumbing and plating fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades, awnings, screens; storm doors and windows; stores; wall beds;

Lot 7) in Centax Industrial Park Unit No. 44, being a subdivision in Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

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refrigerators; cooking apparatus and mechanical equipment, gas and electric fixtures; partitions, mantels, built-in mirrors, window shades, blinds, furniture in public spaces, halls and lockers; attached cabinets; partitions; ducts and compressors; rugs and carpets; carpets; furniture and furnishings used in the operation of the premises; together with all additions thereto and replacements thereof (Mortgagor hereby agreeing with respect to all additions and replacements, to create and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing).

TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same as a result of (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, taking of, or decrease in the value of, the premises to the extent of all amounts which may be secured by this Mortgage and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment, and the rights of Mortgagee under present or future contracts involving said property.

TO HAVE AND TO HOLD the above described and granted property, all of which are collectively referred to herein as the "Premises" unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. Mortgagor will pay all sums due Mortgagee at the time and in the manner mentioned in the note, this Mortgage or any instrument evidencing a future advance or any other instrument evidencing and/or securing the indebtedness secured hereby.
2. Mortgagor will pay, when due and payable, all taxes, assessments (general or special) and other charges levied on, or assessed, placed or made against the Premises, this instrument or the note or any interest of the Mortgagee in the Premises or the obligations secured hereby, and promptly deliver to Mortgagee receipts showing payment in full of the same. As long as Mortgagor complies with the following paragraph, the obligation hereunder shall be suspended.
3. Mortgagor will pay to Mortgagee, on the installment paying dates of the note, until said note is fully paid or until notification from Mortgagee to the contrary, an amount sufficient (as estimated by Mortgagee) to pay annual insurance premiums, taxes, assessments and other charges next due. In no event shall Mortgagee be liable for any interest on any such amounts. Mortgagor shall furnish to Mortgagee before the date on which the same shall become due, an official statement of the amount of said taxes and assessments next due, and Mortgagee shall pay said charges but only if the amounts received from the Mortgagor are sufficient. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. If such amounts are insufficient, Mortgagee may, at any time after notice to Mortgagor as provided for hereinafter, to advance any needed excess which shall become immediately due and payable to Mortgagee, become part of the secured indebtedness and bear interest at the maximum lawful rate of interest from the date of such advance. If the Mortgagor be in default under this Mortgage or the note, Mortgagee, at its option, may instead apply such amounts to the indebtedness in such priority as it may determine. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, with assignment thereof, inure to the benefit of the successor-owner of the Premises.

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and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the secured indebtedness, the amount of any unused credit shall be paid over to the then owner of record. Nothing in this section or Section 2 shall require the payment or discharge of any obligation imposed upon the Mortgagor by said sections so long as the Mortgagor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceeding which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the premises or any part thereof to satisfy the same; provided that during such contest the Mortgagor shall, at the option of the Mortgagee, provide security satisfactory to the Mortgagee, assuring the discharge of the Mortgagor's obligation under said section and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and provided further, that if at any time payment of any obligation imposed upon the Mortgagor by said section shall become necessary to prevent the delivery of a tax deed conveying the mortgaged property or any portion thereof because of nonpayment, then Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed.

(4) (a) Mortgagor will keep the buildings on the Premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and other and (as, when and to the extent insurance against war risks is obtainable from the United States of America or any agency thereof) against war risks, rental or business interruption coverage, and amounts approved by the Mortgagee, and when and to the extent required by the Mortgagee, against any other risks; that all insurance herein provided for shall be in form and companies approved by the Mortgagee; that Mortgagor will assign and deliver to the Mortgagee all policies (or certificates therefor) of insurance which insure against any loss or damage to the Premises, as collateral and further security for the payment of the money secured by this Mortgage, with loss payable to the Mortgagee pursuant to the New York Standard or other mortgage clause, without contribution, satisfactory to the Mortgagee; that if the Mortgagor defaults in so insuring the Premises or in so assigning and delivering the policies, the Mortgagee may at the option of the Mortgagee, effect such insurance from year to year and pay the premiums therefor, and that the Mortgagor will reimburse the Mortgagee for any premiums so paid, with interest at the highest lawful rate from the time of payment, on demand, and the same shall be secured by this Mortgage; that if the Mortgagee by reason of such insurance receives any money for loss or damage, such amount may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the notes secured by this Mortgage, or be paid over wholly or in part to the Mortgagor for the repair of said buildings or for the erection of new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the proper application of any amount paid over to the Mortgagor; (b) that not less than ten (10) days prior to the expiration dates of each policy required of the Mortgagor pursuant to this paragraph, the Mortgagor will deliver to the Mortgagee a paid renewal policy or certificate therefor and (c) that in the event of a foreclosure of this Mortgage the purchaser of the Premises shall succeed to all the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Mortgagee pursuant to the provisions of this paragraph.

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5. No building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or extensively altered or enlarged, nor shall any new building be constructed, without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or other security agreement or other encumbrances and from any reservation of title, and by such removal and replacement the Mortgagor shall be deemed to have subjected such new equipment to the lien of this Mortgage.

6. Mortgagor will maintain the Premises in good condition and repair, will not commit or suffer any waste of the Premises and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority; that the Mortgagor will promptly repair, restore, replace or rebuild as nearly as possible to the condition they were in immediately prior to any fire, other casualty or taxing, any part of the Premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any eminent domain or similar proceeding; that the Mortgagor will complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Premises; and that the Mortgagor will not initiate, join in or consent to any change in any private restrictive covenants, zoning ordinance, or other public or private restrictions, existing or defining the uses which may be made of the Premises or any part thereof.

7. Mortgagor and any persons authorized by the Mortgagee shall have the right to enter and inspect the Premises at all reasonable times. If default shall occur by the Mortgagor in the performance of any of the terms, covenants or provisions of this Mortgage or the note, and such default shall remain uncured for a period of forty-five (45) days, and if at any time after said forty-five (45) day period the assignment or maintenance of the Premises shall be determined by the Mortgagee in the exercise of reasonable business judgment to be unsatisfactory, the Mortgagee shall employ, for the duration of such default, as managing agent of the Premises, any person from time to time designated by the Mortgagee. Provided, however, that in all instances Mortgagor shall give Mortgagee written notice, as provided hereinafter, at least twenty (20) days prior to exercising its rights under this paragraph.

8. Mortgagor has assigned, coincident herewith, and may hereafter assign to Mortgagee a certain lease or leases of all or of portions of the Premises. Mortgagor shall perform promptly each and every covenant and agreement of any such lease that is to be kept or performed by the lessor, and neither do or neglect to do, nor give permission or authorize to be done, anything which may diminish or impair their value, or the rents provided for thereon, or the interest of Mortgagee or Mortgagee therein. Mortgagor without first obtaining the written consent of Mortgagee, shall not assign any or all of the rents from the Premises, consent to the cancellation or surrender of any lease of the Premises, modify any lease so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder. Any violation on Mortgagee's part of any covenant or agreement in any such lease or in the assignment of said lease that is to be kept or performed by lessor or any violation on assignor's part of any agreement by assignor set out in any such assignment of any such lease shall constitute a breach of this Mortgage and thereupon Mortgagee may at its option, without notice, except as provided in the Note secured hereby, and after any applicable grace periods have elapsed declare the entire indebtedness secured hereby immediately due and payable. That Mortgagor will advise Mortgagee promptly of the execution hereafter of any lease or any part of the property here described and that any such lease shall be on a form acceptable to Mortgagee. That Mortgagor shall procure and deliver to Mortgagee

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any time within thirty (30) days after notice and demand estoppel... from such lessee in form and substance satisfactory to Mortgagee.

9. Mortgagor shall execute and deliver and pay the costs of preparation and recording thereof to Mortgagee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Mortgagee to all or any part of the Premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof.

10. Mortgagor upon request, made either personally or by mail, shall certify, by a writing duly acknowledged, to the Mortgagee, or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the mortgage debt within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

11. Mortgagor shall deliver to Mortgagee, within ninety (90) days after the end of each fiscal year of the Mortgagor, an annual financial and operating statement covering the Premises in such detail as may be requested by Mortgagee, including therein the gross rent of each lessee, the operating expenses (taxes, assessments, insurance premiums, repairs and maintenance, salaries and wages), the net operating income and depreciation for federal income tax purposes.

12. Time is of the essence hereof, and if default be made in making any payment according to the tenor and effect of the note secured hereby, or any part thereof, or of a breach in any of the covenants and agreements herein contained, or if proceedings be instituted to enforce any other lien upon said Premises, or if the Mortgagor shall abandon any of said property, then and in any of such events, and after Mortgagee has given any notices required by the Note secured hereby and waited any applicable grace periods, the whole of the indebtedness secured hereby and the interest thereon shall, at the option of the Mortgagee, become immediately due and payable and this Mortgage be foreclosed.

13. In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of the Mortgagor or then owner of the Premises relating thereto, and may exclude the Mortgagor, its agents or

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servants, wholly therefrom and may as attorney-in-fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would, in either case, entitle the Mortgagor to cancel the same, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious, insure and reinsure the same and all rights incidental to Mortgagee's possession, operating and management thereof and to receive all of such avails, rents, issues and profits.

14. That in case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the premises may be sold in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.

15. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 14 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

16. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee hereunder or any holder of the note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said 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 Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) 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 the foreclosure sale; (b) the deficiency in case of a sale and deficiency.

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17. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagee, any tax is levied or assessed due in respect of the issuance of the note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note hereby secured.

18. Mortgagor and Mortgagee agree that if the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this mortgage or the credit or indebtedness secured hereby or the Note or the interest of Mortgagee in the premises or upon Mortgagee by reason of or as holder of any of the foregoing (excepting therefrom any income tax or interest payments on the principal portion of the indebtedness secured hereby which shall be the sole obligation of Mortgagee) the Mortgagor and Mortgagee shall each be liable for one-half of all such taxes, assessments and impositions. Upon request of Mortgagee, Mortgagor shall deposit with Baird & Warner, Inc. in Chicago, Illinois, or with such other person or at such other place as the holder hereof may from time to time designate in writing, its one-half share of any such tax, assessment, or imposition at least ten (10) days before said obligation comes due, or at least five (5) days after receipt of the request from Mortgagee to pay its one-half share, whichever occurs last. If Mortgagor deposits its one-half share of such tax, assessment or imposition by the required date, Mortgagee shall then be responsible for full payment of such obligation with no further charge to Mortgagor. Provided, however, that Mortgagor may elect, upon request of Mortgagee to pay its one-half share of any such tax, assessment or imposition to prepay in full and without prepayment fee, notwithstanding any provisions in this Mortgage and Security Agreement or the Note secured hereby to the contrary, the entire outstanding indebtedness secured hereby together with all accrued and unpaid interest. Mortgagor may make such election to prepay by notifying Mortgagee, in accordance with paragraph 30 hereof and within seven (7) days after receipt of the request from Mortgagee to pay its one-half share, of its intention to prepay the indebtedness in full, and by tendering to Baird & Warner, Inc. in Chicago, Illinois, or to such other person or at such other place as the holder hereof may from time to time designate in writing, within one hundred twenty (120) days after receipt of the request of Mortgagee to pay its one-half share, the full amount of the indebtedness secured hereby plus all accrued and unpaid interest. If Mortgagor shall, upon request, fail to pay its one-half share of such tax, assessment or imposition when due, or, if it elects not to pay its one-half share, fail to give timely notice of its intention to prepay, or, after giving timely notice of its intention to prepay, fail to make timely tender of all sums due and owing in accordance therewith, all sums hereby secured shall become immediately due and payable at the option of the Mortgagee, notwithstanding anything contained herein or in any heretofore or hereafter enacted.

19. In the event of the noncompliance by any party or parties required of the Mortgagor under the terms of this mortgage or the occurrence of any event which, in the judgment of Mortgagee, impairs the value of the premises herein taken as security for the indebtedness, the Mortgagee reserves the right, at its own election, to advance sufficient funds to accomplish said performance or maintain such security. Said sums shall on notice from Mortgagee, become immediately due and payable to Mortgagee. In default of said payment, the amount advanced will be added to the outstanding principal balance, bearing interest at the highest lawful rate.

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20. If the Mortgagee shall incur or expend any sums including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Premises, all such sums shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the highest lawful rate and shall be a lien on the Premises, prior to any right or title to, or interest in, or claim upon, the Premises subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the note; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. The Mortgagee further reserves the right to assess Mortgagor a reasonable fee for any services rendered in connection with the indebtedness or the Premises sold as security for its repayment including but not limited to modification of any documents, costs of exercising assignment of rent or lease, as well as recording costs resulting therefrom. Said sum shall, on notice to Mortgagor, become immediately due and payable to Mortgagee. In default of said payment, such fee shall be added to the outstanding principal balance bearing interest at the highest lawful rate.

21. Neither the provisions of this Mortgage nor the note secured hereby shall have the effect of, or be construed as requiring or permitting the Mortgagor to pay interest in excess of the highest rate per annum allowed by the laws of the State of Illinois on any item or items of indebtedness referred to in this Mortgage. If under any circumstances the Mortgagee shall 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 and not to the payment of interest. This provision shall control every other provision of all agreements between the Mortgagor and Mortgagee.

22. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who say claim through or under it waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein if Mortgagee is a land trust, and each and every person acquiring any interest in, or title to, the Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Statutes, including Chapter 77, Section 15b of the Illinois Statutes.

23. The proceeds of any award or claim for damages, direct or consequential, which Mortgagor is otherwise entitled to receive, in connection with any condemnation of or injury to the Premises, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee for the reduction of the indebtedness secured hereby, provided, that if Mortgagor is not in default under this Mortgage, then such proceeds, if Mortgagor so elects, shall be used for rebuilding as necessary to preserve the continued lease obligations of any tenant or lessee by such condemnation or conveyance in lieu of condemnation. That if the Premises is abandoned by Mortgagor or if after notice by Mortgagee to Mortgagor that the condonnor offers to make an award or settle a claim for damages, Mortgagor fails to respond

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to Mortgagee within thirty (30) days of the date of such notice. Mortgagee is authorized to collect and apply the proceeds at the Mortgagee's option either to restoration or repair of the Premises or to the sums secured by this Mortgage. Unless the Mortgagee and Mortgagor otherwise agree in writing, such application of proceeds to principal shall not extend or postpone the due date of the monthly installments or change the amount of such installment as provided for in the note which this Mortgage secured.

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24. Any payment made in accordance with the terms of this Mortgage by any person at any time liable for payment of the whole or any part of the sums now or hereafter secured by this Mortgage, or by any subsequent owner of the Premises, or by any other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the Premises, shall be deemed, as between the Mortgagee and all persons who at any time may be liable as aforesaid or may own the Premises, to have been made on behalf of all such persons.

25. Acceptance by the Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment, shall not constitute a waiver of Mortgagee's right to exercise its option to declare the whole of the principal sum now remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at that time or any subsequent time, nor nullify any prior exercise of such option. Such rights of Mortgagee without its express consent except and to the extent otherwise provided by law.

26. Mortgagor consents to any and all renewals and extensions in the time of payment of the secured indebtedness, and agrees further that at any time and from time to time without notice, the terms of payment provided for in the Note may be modified or the security described in this Mortgage released in whole or in part) or increased, changed or exchanged by agreement between the Mortgagee and any owner of the Premises affected by this Mortgage without in anywise affecting the liability of any party to the note, or any person liable or to become liable with respect to the secured indebtedness. That no sale of the Premises or any foreclosure by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall be a waiver of or preclude the exercise of any right or remedy hereunder. Nor shall any sale of the Premises in anywise affect the liability of any party to the note, or any person liable or to become liable with respect to the secured indebtedness.

27. Mortgagor will not suffer or permit any act or omission whereby any of the Premises or any of the Equipment shall become subject to any attachment, judgment, lien (other than liens to secure any subsequent financing obtained by Mortgagor, provided, however, that any such permitted liens shall in all instances be subordinate to the lien of this Mortgage), charge, or other encumbrance or whereby any of the security represented by this Mortgage and Security Agreement shall be impaired or threatened.

28. The Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagor and to sue for any sums whether interest, principal or any installment thereof, taxes, installments of principal or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard as to whether or not the principal sum secured or any other sums secured by the Note and Mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor including an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced. Provided, however, that in all instances Mortgagee shall give any notices required by the Note secured hereby and wait any applicable grace periods.

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29. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter to this paragraph referred to as the "Code") with respect to (i) any and all sums at any time on deposit for the benefit of Mortgagee or held by the Mortgagee (whether deposited by or on behalf of the Mortgagor or anyone else) pursuant to any of the provisions of the Mortgage ("Deposits") and (ii) with respect to any property included in the granting clauses of this Mortgage, which property may not be deemed to form a part of the Premises described in Schedule A hereto or may not constitute a "fixture" (within the meaning of Section 9-31) of the Code, and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (all of said property and the replacements, substitutions and additions thereto and the proceeds thereof being hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof. Upon occurrence of an Event of Default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have the option of proceeding with respect to the Collateral as to both real and personal property in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that, in the event the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, five (5) days notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaining, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. The Mortgagee agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other collateral at least equal in value to the initial value to that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby and so that the security of Mortgagee shall be first in priority, it being expressly understood and agreed that all replacements of the Collateral and any additional to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time on request of the Mortgagee, deliver to the Mortgagee an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions thereof or additions thereto, unless the Mortgagee otherwise consents, will be, free and clear of liens, encumbrances or the security interest of others.

30. All notices, demands, requests given or required to be given by either party hereto shall be in writing. All notices, demands and requests by the Mortgagee to the Mortgagor shall be deemed to have been properly given if sent by United States Certified Mail, return receipt requested, postage prepaid, addressed to Mortgagor as follows:

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LaSalle National Bank Trust Co. 52157
135 South LaSalle Street
Chicago, Illinois 60690

with copies to:

Tranwell; Crew Management Company - Chicago, Inc.
1211 East Touhy Avenue
Des Plaines, Illinois 60018

and

Connecticut General Mortgage & Realty Investments
1500 Main Street
Room 2518
Springfield, Massachusetts 01115
Attention: Everett E. Clark, Esq.

or such other addressee as Mortgagor may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by the Mortgagor to the Mortgagee shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid, addressed to Mortgagee as follows:

The Lincoln National Life Insurance Company
c/o Balro & Varner, Inc.
115 South LaSalle Street
Chicago, Illinois 60603

or such other address as Mortgagee may from time to time designate by written notice to Mortgagor given as herein required. Notices, demands, and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice demand or request shall be deposited in any post office or branch post office regularly maintained by the United States Government.

31. If the Mortgagor consists of more than one party, such Mortgagors shall be jointly and severally liable under any and all obligations, covenants and agreements of the Mortgagor contained herein.

32. The rights of the Mortgagee arising under the covenants and agreements contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

33. In case any one or more of the covenants, agreements, terms or provisions contained herein or in the indebtedness secured hereby shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions shall in no way be affected, prejudiced or disturbed thereby.

34. Whichever used in the Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage", the word "note" shall mean "note of even date herewith secured by this Mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association" and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

35. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

36. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby.

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17. Mortgagor represents and agrees that the proceeds of the Note secured by this Mortgage will be used for the purpose specified in Paragraph 4 (1)(c) of Chapter 74, Illinois Revised Statutes, and that the principal obligations secured hereby constitute a "business loan" which comes within the purview of said paragraph.

18. The laws of the State of Illinois shall govern the rights of the Mortgagee and the Mortgagor with respect to the Mortgage and the Note secured thereby, and this Mortgage and the Note shall be governed and construed in accordance with such laws.

19. This Mortgage shall bind and secure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

20. The holder of the Note and this Mortgage, for itself and its successor and assigns, agrees that it will not at any time bring any action, suit or proceedings against Mortgagor or any of its beneficiaries or any successors or assigns of either, to recover a money judgment for any sum due hereunder, except in an action to foreclose this Mortgage and in such foreclosure action, the holder of the Note and this Mortgage, for itself, its successors and assigns, by the acceptance of the Note and this Mortgage waives the right to a deficiency judgment and agrees to look only to the security for the satisfaction of the foreclosure suit money judgment.

21. This Mortgage is executed by LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the note or in any other instrument securing the note shall be construed as creating any liability on the said Mortgagor personally or on any person interested beneficially or otherwise on any property or funds at any time subject to said Trust Agreement to pay the note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained or contained in any other instrument securing the note (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement), all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors personally are concerned, the legal holder or holders of said note and the owners of any indebtedness securing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner hereto and said note provided; or (2) any other security specifically given to secure said indebtedness.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

LA SALLE NATIONAL BANK, not personally but as Trustee, as aforesaid



WILLIAM S. POPE, Esq.
111 West Monroe Street
Chicago, IL 60601

[Signature]
President

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STATE OF ILLINOIS)
COUNTY OF COOK)

JUSTICE

... a Notary Public in and for
said County in the State aforesaid. DO HEREBY CERTIFY that
WILLIAM S. CLARK WILLIAM S. CLARK President of
WILLIAM S. CLARK Secretary thereof, personally known to be to be the same persons
whose names are subscribed to the foregoing instrument as such
WILLIAM S. CLARK 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, and as the free and voluntary act of said bank,
for the uses and purposes therein set forth; and the said
Secretary did also then and there acknowledge that he as custodian
of the corporate seal of said bank did affix the said corporate
seal of said bank to said instrument as his own free and voluntary
act, and as the free and voluntary act of said bank for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial seal this 9th day
of July 1978.

John A. ...
Notary Public



My Commission Expires:

12-31-81

COOK COUNTY CLERK'S OFFICE
740 N. LA SALLE ST.
CHICAGO, ILL. 60602

Jan 13 '78 13 29

William S. Clark
Secretary

*24488027

mail to: O'Brien, William, Wipac & Central
30 N. LA Salle St
Chgo 60602

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Exhibit "D" to
Estoppel and Nondisturbance Agreement

[Copy of Assignment of Rents and Profits]

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Order # 235600
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Assignment of Rents and Profits

THIS INSTRUMENT, Made this 1st day of June, A.D. 1978

by LA SALLE NATIONAL BANK, not personally but as Trustee under a Trust Agreement dated March 2, 1977 and known as Trust Number 52157.

whose Post Office address is 110 S. La Salle Street, Chicago, Illinois
hereinafter referred to as Owner, and accepted by The Lincoln National Life Insurance Company, an Illinois corporation, whose Post Office address is 1111 N. Dearborn St. Fort Wayne, Indiana, hereinafter referred to as Company, WITNESSETH: That

For and in consideration of a mortgage loan from Company in the principal amount of One Million Seven Hundred Twenty Thousand and 50/100ths Dollars 1,720,000.00 delivered by a promissory note and mortgage or deed of trust or other security instrument of even date herewith, and as a part of the consideration for making said mortgage loan, the undersigned, owner of the following described premises, being real estate situated in Cook County, State of Illinois, encumbered or to be encumbered by said mortgage to-wit:

Lot 73 1/2 Center Industrial Park Unit No. 46, being a subdivision in Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

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(together with all improvements thereon and appurtenances thereto) and hereby sell, assign and transfer to Company, its successors and assigns, all the rents, issues and profits due or to become due on and from the said premises, and does hereby transfer, assign and set over unto Company, its successors and assigns, all leases, licenses and contracts, oral and written, now or hereafter existing in connection with said premises. Company is hereby given full power and authority to operate, maintain, manage and lease said premises, or any part thereof, to take possession thereof in its own name, or in the name of its agent, or in the name of Owner, collect all of the or to, issues and profits, and apply any sums realized as hereinafter set out. Owner expressly authorizes tenants, licensees, and all others having any interest in the said premises to pay to Company or order all sums due, or to become due, under leases, contracts and agreements herebefore or hereafter made, and Company is hereby authorized to give, for and in behalf of Owner, full receipt and acquittance for any payment so made.

Company is further authorized, but shall not be obligated, to pay taxes, assessments and charges on the premises, to insure, repair, and to improve the buildings located thereon, and to expend such sums as may be necessary to defend the title to the property, or the use thereof, or to recover rents and profits, or to protect rental rights, and or to make such other expenditures for said property as it may in its sole discretion deem necessary proper, or expedient, Company may, but shall not be obligated, to advance funds for any of the above purposes, and any amount so advanced shall be a first and prior claim on the rents and profits realized from the said property, and shall be repaid to Company before any distribution as hereinafter set out. Should the rents and profits be insufficient to pay advances so made by Company, any unpaid balance shall become a part of the debt secured by the said mortgage and shall bear interest from date of advancement at the maximum rate set out in said mortgage for interest on advances, and in the event such advancements are made after the mortgage debt has been reduced to judgment, Owner shall pay such advancements with interest to Company in addition to any amount necessary to pay and satisfy the judgment, interest and costs or to redeem the property from foreclosure sale. Company shall be entitled to retain possession of the property until such advancements and interest are fully paid.

THIS INSTRUMENT PREPARED BY: William E. Pope, Esq.
111 West Monroe Street
Chicago, IL 60603

EXHIBIT D

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It is further agreed that Company shall be required to account for only such rents and profits as are actually collected by it. Nothing herein contained shall be deemed to create any liability on the part of Company for failure to rent the premises or any part thereof, or for failure to make collections of rents, or for failure to do any of the things which are authorized herein. This instrument is a grant of rights and interests to Company and shall not be held to create any future or habilitative interest in lands conveyed or not. For the purpose of arranging the books and records of Company shall be deemed to have been made.

Company shall not be liable for the act or omission of any agent, if Company shall have used reasonable care in the selection of such agent.

It is further understood and agreed that Company shall in the exercise of its control and management of the premises to be rented the agent of Owner and shall not be liable for any damage to any person or property where such damage arises out of the operation of, or in connection with the said premises.

It is further understood and agreed that the acceptance by Company of any payment or performance under any lease or other contract with reference to the said premises, from any tenant or other person, shall not bar nor abridge any of the rights of Company under its mortgage, against such tenant or person.

This contract shall remain in full force and effect so long as the obligations secured by the above described mortgage or any extension or renewal thereof remain unpaid and, in the event of foreclosure during any period of redemption and until the recording of the deed issued under such foreclosure proceedings, and until delivery of actual and complete possession of the premises to the grantee in such deed. This contract shall not affect Owner's right to redeem from foreclosure sale, but such redemption shall not be a breach of this agreement unless and until said mortgage debt or any judgment rendered thereon plus interest, costs and expenses and any arrearages made by Company, with interest as above mentioned, have been fully paid. In the event of termination of this agreement Owner shall approve and accept any and all outstanding claims made by Company or its agent, but only to the extent of a period of one year from date of termination of this agreement.

The provisions of this agreement are a covenant running with the land herein described and shall bind all persons hereafter acquiring any interest in the said premises, and it is expressly agreed that the value assigned and great of rents, and powers is coupled with an interest.

Any amount received or collected by Company by virtue of this agreement shall be applied as follows (but not necessarily in the order stated) the priority of payment of such sums to be within the sole discretion of Company:

1. To the repayment to Company of any and all amounts advanced by it under the terms of the agreement, together with interest on the respective advances from the date of such advance at the maximum rate set out in the original mortgage for interest on advances.
2. To the payment of taxes, assessments and charges and the expense of insurance, repairs and improvements on the property; but Company shall not be obligated to have insurance on, or to repair or to make or improvements on the property.
3. To the payment of all other necessary expenses of the management, protection and preservation of the property.
4. To the payment of all amounts due or to become due under the said mortgage or any extension or renewal thereof and or to the payment of any judgment rendered thereon together with interest, costs and expenses.
5. The surplus, if any, after full payment of the above, shall be paid to the then Owner of record of the said premises.

It is understood that this agreement is not an additional security for the payment of said mortgage debt, and shall not be deemed to be payment thereof except as to money actually received by Company as and when applied to such payment; nor shall this agreement be deemed a waiver of any default occurring hereafter in the full performance of the conditions of the said mortgage; it shall be the application of any money received by Company under this agreement towards curing such default in all respects as such default or present foreclosure because of the same, Company hereby expressly reserving all its rights and privileges under the said mortgage as fully as though this agreement had not been entered into.

Notwithstanding that this instrument is a present and executed assignment of the rents, issues and profits and a present and executed grant of the powers hereinafore granted to Company, it is understood and agreed that a well default occurs in the performance of the terms and conditions of the said mortgage or the said assignment thereby and Company elects to collect such rents, issues and profits or to realize the mortgaged property. Owner is to be permitted, at the sufferance of Company, to collect and receive said rents, issues and profits; provided, however, that in no event shall Owner have authority to collect any rents, issues or profits for more than forty-five days in advance; and, provided further, that if a petition in bankruptcy is filed by or against Owner, or if any proceeding is instituted for the reorganization of Owner or the adjustment of the obligations of Owner, or if Owner makes any assignment for the benefit of creditors, or if an application for a Receiver is filed against Owner which will or may affect the said real estate, then, upon the happening of any one or more of such events, Company shall have the immediate and sole right to the management and control of the said real estate and improvements and to collect the rents, issues and profits, to the full extent of all rights given it under this agreement, even though there be no existing default on the part of Owner.

Nothing herein contained shall affect or apply to any lease which is assigned by Owner to Company by separate instrument.

and until all applicable grace periods have elapsed

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This instrument is to be read in connection with the instrument of the same date and in the same office, and the same shall be read in connection with the instrument of the same date and in the same office, and the same shall be read in connection with the instrument of the same date and in the same office.

The agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, assigns, representatives, successors and assigns. The parties and their respective heirs, assigns, representatives, successors and assigns shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

LA SALLE NATIONAL BANK, not personally but as Trustee, of aforesaid

(SEAL)

ADDRESS

LEGAL COUNSEL

[Handwritten signature]

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: The President

This assignment is executed by LaSalle National Bank, not personally but as Trustee as aforesaid to the exercise of the power and authority conferred upon and vested in it as such Trustee and said bank hereby warrants that it possesses full power and authority to execute this instrument, and it is hereby understood and agreed that nothing herein or in the note contained or in any other instrument securing the note shall be construed as creating any liability on the said Trustee personally or on any person interested beneficially or otherwise in any property or funds of any time subject to said Trust Agreement to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform or execute either express or implied herein contained or contained in any other instrument securing the note all being understood and agreed that each of the provisions hereof, except the warranty hereinafore contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the name hereof and said note provided; or (2) any other security specifically given to secure said indebtedness.

STATE OF ILLINOIS)

COUNTY OF COOK)

I, WILLIAM HANCOCK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES A. CLARK, and W. H. HARRIS, President of LaSalle National Bank, and W. H. HARRIS, Secretary thereof, personally came to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said W. H. HARRIS, Secretary did also then and there acknowledge that as an custodian of the corporate seal of said Bank he did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 25th day of June, 1910.

[Handwritten signature]
Notary Public

My Commission Expires

7-12-11

MAIN TO: JACOBA, DELAWARE, W. H. HARRIS
20 N. LA SALLE
CHICAGO, ILL.

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Exhibit "E" to
Estoppel and Nondisturbance Agreement

[Copy of Assignment of Leases]

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ASSIGNMENT OF LEASES

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, LA SALLE NATIONAL BANK, not personally but as Tenant under a Trust Agreement dated March 2, 1937 and known as Trust Number 52157 (hereinafter called Assignor) hereby assigns to THE LINCOLN NATIONAL LIFE Insurance Company (hereinafter called Assignee), an Indiana corporation, whose address is 1301 South Harrison Street, Fort Wayne, Indiana, and to its successors and assigns, all right, title and interest of the Assignor in, to and under the following leases:

1. Lease Agreement dated September 8, 1977 between Assignor, as Lessor, and the Colson Group, Inc., as Lessee.
2. Lease Agreement dated October 24, 1977 between Assignor, as Lessor, and G.R.O. Corporation, as Lessee.
3. Lease Agreement dated December 15, 1977 between Assignor, as Lessor, and Midwest Air Filters, Inc., as Lessee.
4. Lease Agreement dated December 1, 1977, between Assignor, as Lessor, and Clayton International Corporation, as Lessee.
5. Lease Agreement dated August 1, 1978, between Assignor, as Lessor, and New York Vite Company, as Lessee.
6. Lease Agreement dated April 7, 1978, between Assignor, as Lessor, and Deah Electrical Merchandising Company, as Lessee.

11.00

together with all rents and other sums, including any penalty, any bonus and any amount to be paid upon exercise of any option to purchase, and becoming due thereunder, with full right and authority to collect such amounts and to give receipt and acquittance therefor, which lease covers all or a portion of certain real estate situated in or near the City of Elk Grove Village, County of Cook, State of Illinois, commonly known as 1000 West Avenue. The complete legal description of said real estate is contained in the mortgage hereinafter mentioned.

This assignment shall cover and apply to any existing or future assignment, completion, or modification of the aforesaid leases and to any short or nonconform term of said leases executed for recording purposes.

This assignment is given as security for payment of a mortgage loan of One Million Seven Hundred Twenty Thousand and No/100ths Dollars (\$1,720,000.00), made to Assignor, represented by one note and a mortgage securing the same, each of which is dated June 1, 1978, covering the leased real estate and improvements. Acceptance of this assignment shall not impair, affect, or modify any of the terms and conditions of said note or the mortgage securing same.

This assignment is also in and is effective immediately and includes any extensions, renewals or replacements of the said leases. However, notwithstanding that this assignment is effective immediately, still, until notified by the Assignor in writing that a default has occurred under the terms and conditions of the above mentioned note or mortgage, and until all applicable grace periods have elapsed, Lessees shall continue to pay to the Assignor the rentals coming due under said leases as and when they accrue according to the lease term, it being understood, however, that in no event shall Assignor collect rent for more than 45 days in advance.

Assignor shall not be liable for failure to collect rentals or failure to enforce performance by the Lessees.

Assignor may, at its option, although it shall not be obligated so to do, perform any lease covenant for and on behalf of the Assignor and may recover any money advanced for any such purpose from Assignor on demand, with interest at the maximum rate set out in the said note from date of advancement, and may reimburse itself for amounts so advanced, with interest, from any rents collected and if not so repaid then any balance shall be added to said mortgage debt and shall be secured by said mortgage. Likewise Assignor may, at its option, exercise any option or election for and on behalf of Assignor.

Assignor represents that the said leases are in full force and effect according to their terms; that they have not been amended or modified except by the instruments hereinabove identified; that Assignor is not in default thereunder; that Assignor has not sold, assigned, pledged, or encumbered the said leases or rentals; that Assignor has not heretofore given its consent that the Lessee may make alterations or improvements or its consent to an assignment of any lease by a Lessee; that Assignor holds no deposit or other security for performance by any Lessee; and that rent has not been paid for more than 45 days in advance.

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Assignor further agrees that thereafter it will not amend, modify, cancel or accept surrender of the said lease nor attempt to do so, nor will it enter into or attempt to enter into any new lease with the Lessees above named, nor will it give its consent that the Lessees may make alterations or improvements or that the Lessees may assign, without, in each case, first obtaining the express written consent of the Assignee.

The terms, covenants, stipulations and conditions set forth in the written Assignment of Lease and Profits, dated June 1, 1978 and executed by Assignor to Assignee shall not affect this Assignment of Lease.

Rentals and other sums (if any) paid to and received by the Assignee shall be held, without allowance of interest, and shall be applied by it for the following purposes, the priority and application of such funds being within the sole discretion of the Assignee:

- (1) to the payment of principal and interest installments on the mortgage loan as and when the same become due and payable;
- (2) to the making of any required deposits in an escrow fund for the future payment of taxes, assessments and insurance premiums;
- (3) to the payment to Assignee of all other sums due it under its said note and mortgage or under this assignment;
- (4) any amount not applied as above provided and remaining in the hands of Assignee may, at its option, on the first day of June of each year, be applied by the Assignee to one or both of the following:
 - (a) to the repayment of principal in inverse order of its maturity;
 - (b) to be refunded to the Assignor.

The covenants herein contained shall bind, and the benefit and advantages shall inure to, the parties hereto, executors, administrators, successors and assigns of the parties hereto. Whosoever uses herein the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

This Assignment is executed by LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the note contained or in any other instrument securing the note shall be construed as creating any liability on the said Mortgagee personally or on any person interested beneficially or otherwise on any property or funds at any time subject to said Trust Agreement to pay the note or any interest that may accrue thereon, or any liability, none accruing hereunder, or to perform any covenant either express or implied herein contained or contained in any other instrument securing the note (it being understood and agreed that each of the provisions herein, except the various hereinabove contained or agreement, regardless of whether the same may be couched in the nature of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors personally or as concerned, the legal holder or holders of said note and the owner or owners of any indebtedness securing hereunder shall look solely to any one or more of (1) the Premium hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and said note provided; or (2) any other security specifically given to secure said indebtedness.

Executed as of this 1st day of June, 1978.

(SEAL)

Attorney

WILLIAM H. ...
111 North ...
Chicago, IL 60602

LA SALLE NATIONAL BANK, not personally but as Trustee, as aforesaid

[Handwritten Signature]
JAMES H. ...

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Lot 33 in Center Industrial Park Unit No. 44, being
a subdivision in Section 34, Township 41 North, Range
11 East of the Third Principal Meridian, in Cook
County, Illinois.

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