

DEED OF TRUST

THIS DEED OF TRUST is made as of this 31st day of December, 1986 by GAC LEASING II INC., a Delaware corporation, whose address is 7700 France Avenue South, Minneapolis, Minnesota 55435 (hereinafter called "Grantor"), unto Jane Arrow, whose address is 3110 N. Sheridan, Apt. 1210, Chicago, Ill (hereinafter called "Trustee").
60657

W I T N E S S E T H :

WHEREAS, Grantor is justly indebted to CHRYSLER CREDIT CORPORATION, a Delaware corporation ("Beneficiary") in the principal sum of TWO HUNDRED TEN MILLION DOLLARS (\$210,000,000), or so much thereof as may be advanced by Beneficiary to Grantor under the terms of a certain Promissory Note dated as of December 31, 1986, in a like principal amount made by Grantor to Beneficiary (the "Promissory Note"); and

WHEREAS, Grantor has undertaken or will undertake certain obligations to Beneficiary under a certain Revolving Loan Agreement of even date herewith between Beneficiary as lender and Grantor as borrower (the "Loan Agreement"), pursuant to which the Promissory Note was delivered, and in certain other documents pertaining to the transactions contemplated thereby (the Loan Agreement, the Promissory Note and all mortgages, deeds of trust (including this Deed of Trust), security agreements, assignments, pledges, guaranties and other agreements, instruments and documents executed and delivered, or to be executed and delivered, in connection with the transactions contemplated by the Loan Agreement, being hereafter referred to as the "Loan Documents"); and

WHEREAS, Grantor may in the future incur other and further obligations to Beneficiary; and

WHEREAS, in order to induce Beneficiary to execute and deliver the Loan Documents and to make the loan provided for therein, and to furnish the consideration for any other obligations by Grantor to Beneficiary, Grantor agreed to execute and deliver the within Deed of Trust;

THEREFORE, in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, and in order to secure payment of the principal and interest of such indebtedness according to the terms of the Promissory Note, and all other amounts payable by Grantor to Beneficiary under the Promissory Note, and the performance by Grantor and any third party of all

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Box 158

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EXHIBIT

EXHIBIT 80 0000

The following is a list of the names of the persons who have been appointed to the various positions in the County of Cook, Illinois, for the term ending on the 31st day of December, 1900.

CLERKS OF THE COURT

CLERK OF THE SUPREME COURT - JAMES H. HARRIS
CLERK OF THE CIRCUIT COURT - JAMES H. HARRIS
CLERK OF THE COUNTY COURT - JAMES H. HARRIS

CLERK OF THE BOARD OF SUPERVISORS - JAMES H. HARRIS
CLERK OF THE BOARD OF HEALTH - JAMES H. HARRIS
CLERK OF THE BOARD OF EDUCATION - JAMES H. HARRIS

CLERK OF THE BOARD OF PUBLIC WORKS - JAMES H. HARRIS
CLERK OF THE BOARD OF CHARITIES - JAMES H. HARRIS
CLERK OF THE BOARD OF ALMS - JAMES H. HARRIS

CLERK OF THE BOARD OF PROBATION - JAMES H. HARRIS
CLERK OF THE BOARD OF LUNACY - JAMES H. HARRIS
CLERK OF THE BOARD OF INSANITY - JAMES H. HARRIS

CLERK OF THE BOARD OF AGENCIES - JAMES H. HARRIS
CLERK OF THE BOARD OF INVESTIGATION - JAMES H. HARRIS
CLERK OF THE BOARD OF REFORMATION - JAMES H. HARRIS

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their covenants and other obligations under the Loan Documents and the performance of the covenants, obligations and conditions hereof, and the payment of any and all other present or future indebtedness of Mortgagor to Beneficiary and all other sums now or hereafter owing by Grantor to Beneficiary hereunder, and the performance of any and all other obligations of Grantor to Beneficiary of every nature and description hereunder, whether presently existing or arising in the future, and any and all extensions and renewals of any of the foregoing and any and all extensions and renewals hereof, however evidenced (all of which debts, covenants and other obligations so secured are hereafter referred to as the "Obligations"), Grantor does hereby grant, bargain, sell, assign, convey and warrant unto the Trustee, its successors and assigns forever, certain real property situated in the State of Illinois, as more particularly described in Exhibit A attached hereto together with (1) all the estate, title, interest and rights of Grantor in and to the premises and all buildings and improvements of every kind and description now or hereafter placed upon the premises or any part thereof, (2) all heretofore or hereafter vacated alleys and streets abutting the premises, (3) all furniture, fixtures and equipment, regardless of their character as personal property, now or hereafter on or used in connection with the premises, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and machinery, typewriters, computers, appliances, awnings, incinerators, carpeting and drapes, all of which furniture, fixtures and equipment shall be deemed to be a part of the real property and covered by the lien hereof, and (4) all of the rents, profits, and leases thereof and tenements, hereditaments, easements, privileges and appurtenances thereto. (Any reference herein to the "mortgaged premises" or to the "premises" shall be deemed to apply to the above described real property and to such buildings, fixtures, furniture and equipment, and to the rents, profits and leases thereof, and to such tenements, hereditaments, easements, privileges and appurtenances, unless that context shall require otherwise.)

TO HAVE AND TO HOLD the premises, with all of the tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in any manner now or hereafter appertaining thereto, for the use and benefit of Beneficiary upon the conditions hereinafter set forth. The condition of these presents is such that if Grantor shall pay when due all sums owing under the Promissory Note, and shall observe, perform and discharge all the Obligations when and as the same are required to be observed, performed and discharged, including all its obligations hereunder, then Beneficiary and the Trustee shall release and convey the premises to Grantor, at the cost of Grantor.

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

FIRST: Grantor shall pay the principal and interest of Grantor's indebtedness to Beneficiary under the Promissory Note, according to the terms thereof, shall pay all other amounts provided herein, shall pay all debts and other amounts comprising the Obligations from time to time, when and as the same become due, and shall perform all other Obligations presently existing or hereafter arising from time to time when and as the same are required to be performed.

SECOND: At the time of the execution and delivery of this Deed of Trust, Grantor has good and marketable fee simple title to the premises, free of all easements, liens and encumbrances except those which do not adversely affect the use of the premises for their intended purpose and Grantor will forever warrant and defend the same against any and all other claims whatever; the Trustee by these presents has acquired fee simple title to the premises subject to no easements, liens or encumbrances and the lien created hereby is and will be kept as a first lien upon the premises and every part thereof, subject only to the foregoing exceptions.

THIRD: Grantor shall pay all taxes, assessments and other charges and encumbrances levied upon the premises from time to time ("collectively, the Impositions"), when and as the same become due and before any lien or penalty arises from the nonpayment thereof, and upon payment Grantor shall promptly deliver to Beneficiary receipts evidencing the payment thereof and such other evidence of payment as Beneficiary may request from time to time. If Beneficiary so requests, then Grantor shall pay to Beneficiary or Beneficiary's designee periodic payments in advance of the time when any of the Impositions are required to be paid, at such intervals and in such amounts as Beneficiary may estimate to be required in order to provide for payment of the same not more than 30 days prior to the time when the same are required to be paid. Such required payments may be adjusted from time to time by Beneficiary to reflect changes in the amount of the Impositions. Beneficiary shall not be required to pay Grantor any interest or earnings whatever on the funds held by Beneficiary or its designee for the payment of the Impositions or for the payment of insurance premiums under paragraph FOURTH hereof, or on any other funds deposited with Beneficiary in connection with this Deed of Trust. In the event of default by Grantor under this Deed of Trust, any of such monies then remaining on deposit with Beneficiary or its designee may be applied against the indebtedness hereby secured or any of the Obligations immediately

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upon or at any time after default, and without notice to Grantor. Further, Beneficiary may make payments from any of such monies on deposit with Beneficiary or its designee for Impositions notwithstanding that subsequent owners of the premises may benefit thereby. Grantor also shall pay when due all taxes, assessments and other charges and encumbrances that may be levied upon or on account of this Deed of Trust or the indebtedness secured hereby or upon the interest or estate in the premises created or represented by this Deed of Trust, whether levied against Beneficiary, the Trustee or otherwise, except any income or franchise taxes. In the event payment by Grantor of any tax referred to in the foregoing sentence would result in the payment of interest in excess of the rate permitted by law, then Grantor shall have no obligation to pay the portion of such tax which would result in the payment of such excess; provided, however, in such event, at any time after the enactment of a law providing for such tax, Beneficiary, at its option, may declare the entire principal balance of the indebtedness secured hereby, together with all interest thereon, and any or all of the other Obligations, to be due and payable immediately, upon thirty days prior written notice to Mortgagor.

Grantor may contest, after notice to Beneficiary any Impositions, provided that (a) in the case of an unpaid Imposition such proceedings shall suspend the collection thereof from Grantor, Beneficiary and the premises, (b) neither the premises nor any interest therein would be in material danger of being sold, forfeited or lost, (c) neither Grantor nor Beneficiary would be in any material danger of any additional civil or any criminal liability for failure to comply therewith and (d) Mortgagor shall have set aside on its books adequate reserves with respect thereto, and shall have furnished such security as may be reasonably requested by Beneficiary.

FOURTH: Until the debt secured hereby is fully satisfied, Grantor will keep the premises continuously insured against loss or damage by fire, lightening, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicle, smoke and other hazards, casualties and contingencies, including vandalism and malicious mischief, in an amount equal to 100% of the full insurable value of the premises; provided, however, that the amount of such insurance, in any event, shall be sufficient to prevent Grantor from becoming a co-insurer under the applicable insurance policies. All premiums due on such insurance shall be paid annually in advance, and upon payment Grantor shall promptly deliver to Beneficiary receipts evidencing the payment thereof and such other evidence of payment as Beneficiary may request from time to time. If Beneficiary so requests, then Grantor shall pay to Beneficiary or Beneficiary's designee periodic payments in advance of the time when any of the

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premiums on such insurance are payable, at such intervals and in such amounts as Beneficiary may estimate to be required in order to provide for payment of the same not more than 30 days prior to the time when the same are payable. Such required payments may be adjusted from time to time by Beneficiary to reflect changes in insurance premiums. All insurance shall be carried in companies approved by Beneficiary and the policies and renewals thereof shall be held by, and pledged to, Beneficiary (unless Beneficiary shall direct or permit otherwise) as additional security hereunder, and shall have attached thereto a mortgagee clause acceptable to Beneficiary, making all loss or losses under such policies payable to Beneficiary, its successors or assigns, as its or their interest may appear. In the event of loss or damage to the mortgaged premises, Grantor shall give immediate notice in writing by mail to Beneficiary, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds or any portion thereof, may be applied by Beneficiary toward reimbursement of Beneficiary in collecting such proceeds, and Beneficiary shall make the balance of such insurance proceeds available to pay costs of repair and restoration, upon such terms as Beneficiary may require.

FIFTH: Should default be made in the payment of any of the Impositions or in procuring and maintaining such insurance or in making necessary repairs to the premises, Beneficiary may pay such taxes and assessments, effect such insurance and make such repairs, and the monies so paid by it shall be a further lien on the premises, payable forthwith, with interest at the default rate set forth in the Promissory Note. Beneficiary may make advances pursuant to this paragraph or to paragraph SIXTH without curing Grantor's default and without waiving Beneficiary rights of foreclosure or any other right or remedy of Beneficiary under this Deed of Trust. The exercise of the right to make advances pursuant to this paragraph shall be optional with Beneficiary and not obligatory and Beneficiary shall not be liable in any case for failure to exercise such right or for failure to continue exercising such right once having exercised it.

SIXTH: Grantor will abstain from and will not suffer the commission of waste on the premises and will keep the buildings, improvements, fixtures, equipment, appliances and on-site parking now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Grantor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having jurisdiction over the premises relating to the use, occupancy and maintenance thereof, and shall upon request promptly submit to

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Beneficiary evidence of such compliance. Nothing herein shall be deemed to prohibit Grantor from contesting the enforceability or applicability of any law, ordinance, regulation or order; provided, however, that Beneficiary, in its sole discretion, may require that Grantor comply with any such law, ordinance, regulation or order during the pendency of any such contest and all appeals therefrom. In the event the premises or any part thereof, in the sole judgment of Beneficiary, require inspection, repair, care or attention of any kind or nature not theretofore provided by Grantor, Beneficiary may (without being obligated to do so) at any time and from time to time enter or cause entry to be made upon the premises and inspect, repair, and/or maintain the same as Beneficiary may deem necessary or advisable, and may (without being obligated to do so) make such expenditures and outlays of money as Beneficiary may deem appropriate for the preservation of the premises. All expenditures and outlays of money made by Beneficiary pursuant hereto shall be secured hereby, shall be payable forthwith, and shall bear interest at the default rate provided in the Promissory Note. Grantor will not permit the premises or any portion thereof to be used for any unlawful purpose. No building or other improvement on any part of the premises shall be removed, demolished or materially altered without the prior written consent of Beneficiary, except that Grantor shall have the right, without such consent, to remove and dispose of, free from the lien of this Deed of Trust, such personalty and equipment as from time to time may become worn out or obsolete, provided that (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other new equipment of like kind and quality, free from any security interest, lien or encumbrance, and by such removal and replacement, Grantor shall be deemed to have subjected the replacement equipment to the lien of this Deed of Trust; and (b) any net cash proceeds received from such disposition shall be promptly paid over to Beneficiary to be applied to the last installment(s) due on the Promissory Note. Grantor further agrees to and does hereby consent to the appointment of a receiver for the premises in the event that any waste is committed upon the premises.

SEVENTH: Any Event of Default as defined in the Loan Agreement and failure by Grantor to promptly and faithfully observe and perform the terms, covenants and conditions of this Deed of Trust shall be deemed events of default hereunder and under the Promissory Note, and subject to any applicable grace periods set forth in the Loan Agreement, shall entitle Beneficiary, at its option and without notice except where required by law, to exercise any one or any combination of remedies described in paragraph EIGHTH or otherwise available to Beneficiary.

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EIGHTH: Immediately upon the occurrence of any of the events of default defined in paragraph SEVENTH, Beneficiary shall have the option, in addition to and not in lieu of or substitution for, all other rights and remedies provided by law, to do any or all of the following:

(a) Without notice except as expressly required by law, to declare the principal sum secured by the Deed of Trust, with all interest thereon and all other sums secured hereby, and all the other obligations, to be immediately due and payable, and if the same is not paid on demand, at Beneficiary's option, to bring suit therefor; to demand payment of and if the same is not paid on demand, to bring suit for any delinquent installment payment under the Promissory Note or otherwise: to take any and all steps and institute any and all other proceedings that Beneficiary deems necessary to enforce the indebtedness and obligations secured hereby and to protect the lien of this Deed of Trust.

(b) In the event of a default because of the existence of any lien upon the premises, Beneficiary shall have the right (without being obligated to do so or to continue to do so), without notice to Grantor, to advance on and for the account of Grantor such sums as Beneficiary in its sole discretion deems necessary to cure such default or to induce the holder of any such lien to forbear from exercising its rights thereunder. The repayment of all such advances, with interest thereon at the default rate set forth in the Promissory Note from the date of each such advance, shall be secured hereby and shall be immediately due and payable without demand.

(c) Immediately to commence foreclosure proceedings against the premises pursuant to the applicable law. The commencement by Beneficiary of foreclosure proceedings by advertisement, under power of sale or in equity shall be deemed an exercise by Beneficiary of its option set forth in paragraph EIGHT (a) to accelerate the due date of all sums secured hereby.

(d) To the extent permitted by applicable law, to sell the mortgaged premises, in whole or in part and in the case of default of any purchasers to resell all the mortgaged premises as an entirety, or in such parcels as the Beneficiary shall in writing request, or, in the absence of such request, as the

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Trustees may determine, at public auction at some convenient place in the jurisdiction where the mortgaged premises is situated, or in such place(s) as may be permitted by law, at such time, in such manner and upon such terms as the trustees may fix and briefly specify in the notice of sale, which notice of sale shall state the time when and the place where the sale is to be made and shall be given at such time and in such manner as may be required by, and shall otherwise conform to the requirements of, applicable law; any such sale may be adjourned by the Trustees by announcement at the time and place appointed for such sale or for such adjourned sale(s), and, without further notice or publication, such sale may be made at the time and place to which same shall be so adjourned. Upon the completion of any sale, the Trustees shall execute and deliver to the purchaser(s) a good and sufficient deed of conveyance, or assignment and transfer, lawfully conveying, assigning and transferring the property sold. The receipt of the Trustees after payment to them of such purchase money, shall be full and sufficient discharge of any purchaser(s) of the mortgaged premises, sold as aforesaid for the purchase money; and no such purchaser(s), or its representatives, grantees, or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money. Upon any sale made under or by virtue of this Deed of Trust, the beneficiary shall be a competent bidder at such sale. The Trustee shall be entitled to such compensation for its services in connection with such foreclosure shall as may be prescribed by law, or if no such compensation is prescribed the Trustee shall, to the extent permitted by law, be entitled to reasonable and customary compensation for such services.

Grantor hereby waives and releases:
(a) all benefit that might accrue to Grantor by virtue of any present or future law exempting the mortgaged premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisalment, valuation, stay of execution, or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption rights of Grantor and persons acquiring an interest in the premises subsequent to this Deed of Trust or extension of time for payment, and (b) all notices of Grantor's default or of Beneficiary's election to exercise, or Beneficiary's actual exercise,

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of any option or remedy under the Note or the Loan Documents.

(e) To procure mortgage foreclosure or title reports. Grantor covenants to pay forthwith to Beneficiary all sums provided for such purposes with interest at the default rate provided for in the Promissory Note, and such sums and the interest thereon shall constitute a further lien upon the premises.

(f) To enter into peaceful possession of the premises and/or to receive the rent, income and profits therefrom, and to apply the same in accordance with paragraph SEVENTEENTH hereof, or to obtain the appointment of a receiver for the mortgaged premises. To the extent permitted by law Grantor hereby knowingly, intelligently and voluntarily waives all right to possession of the premises from and after the date of default hereunder, upon demand for possession by Beneficiary's request or petition to a court for possession or for the appointment of a receiver.

In the event of any sale of the premises by foreclosure, though suit in equity, by publication or otherwise, the proceeds of any such sale shall be applied in the following order of priority: (1) to all expenses incurred for the collection of Grantor's indebtedness and the foreclosure of the Deed of Trust, including the compensation of the Trustee and reasonable attorneys' fees as are permitted by law; (2) to all sums expended or incurred by Beneficiary directly or indirectly in carrying out the covenants and agreements of Grantor under this Deed of Trust, together with interest thereon; (3) to all interest accrued under the Promissory Note; (4) to the principal balance of the Promissory Note; (5) to the other Obligations or any portion thereof as Beneficiary may determine in its sole discretion; and (6) the surplus, if any, shall be paid to Grantor, unless a court of competent jurisdiction decrees otherwise.

NINTH: Upon any foreclosure sale of the premises, the same may be sold either as a whole or in parcels, as Beneficiary may elect, and if in parcels, the same may be divided as Beneficiary may elect, and at the election of Beneficiary, may be offered first in parcels and then as a whole, that offer producing the highest price for the entire property to prevail. Any law, statutory or otherwise, to the contrary notwithstanding, Grantor hereby waives the right to require any such sale to be made in parcels or the right to select such parcels and waives any right to have the mortgaged premises, or the proceeds of any sale thereof, marshalled.

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TENTH: Grantor shall pay Beneficiary a reasonable attorneys' fee in addition to all other legal costs in case Beneficiary shall become a party, either as plaintiff or defendant, to any legal proceedings in relation to the premises or the lien created hereby, which sum shall be secured hereby and shall be payable forthwith at the default rate set forth in the Promissory Note and shall further pay to Beneficiary, to the extent permitted by applicable law, any and all costs and expenses incurred by Beneficiary in enforcing or seeking to enforce this Deed of Trust or any of the Obligations, including reasonable attorney fees, whether suit is brought or not.

ELEVENTH: In the event the mortgaged premises or any part thereof are taken under the power of eminent domain, the entire award or payment in lieu of condemnation, to the full extent of the amount secured hereby, shall be paid to Beneficiary and applied toward reimbursement of all of Beneficiary's costs and expenses incurred in connection with collecting such award or payment, and all or any portion of the balance, at Beneficiary's option, to the last maturing installments of principal and interest due or to become due under the Promissory Note, to fulfill any other covenant herein or any other Obligation, or to repair or restore the premises. Application by Beneficiary of any condemnation award or payment or portion thereof toward the last maturing installments due or to become due under the Promissory Note shall not excuse Grantor from making the regularly scheduled payments due thereunder, nor shall such application extend or reduce the amount of such payments. Beneficiary is hereby empowered in the name of Grantor to receive, and give acquittance for, any such award or payment, whether it is joint or several; provided, however, that Beneficiary shall not be held responsible for failure to collect any such award or payment, regardless of the cause of such failure.

TWELFTH: Upon request, Grantor promptly shall provide Beneficiary with certificates of occupancy and such other documents, information and statements pertaining to the mortgaged premises and its operations as Beneficiary may request.

THIRTEENTH: If Grantor, without the prior written consent of Beneficiary, shall transfer, sell, assign or convey all or any portion of its interest in the premises or any portion thereof (except for replacements which are expressly permitted by paragraph SIXTH hereof), or lease any part or all of the premises or change the legal possession thereof, or shall be divested of its title, or any interest therein, Beneficiary shall have the right in its sole option thereafter to declare all sums secured hereby and then unpaid to be immediately due and payable, although the period originally agreed upon by Grantor and Beneficiary for the payment thereof shall not then have expired,

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and thereupon to exercise all of its rights and remedies under this Deed of Trust. Any change in the legal or equitable title to the premises or in the beneficial ownership of the premises, whether or not of record, and whether or not for consideration, shall be deemed a transfer of interest in the premises. Beneficiary may grant or withhold such consent arbitrarily. In the event that Beneficiary consents any such transfer, any subsequent transfer without the prior written consent of Beneficiary as provided above shall constitute a default hereunder, and Beneficiary shall have the right in its sole option thereafter to declare all sums secured hereby and then unpaid to be immediately due and payable, although the period originally agreed upon by Grantor and Beneficiary for the payment thereof shall not then have expired, and thereupon to exercise all of its rights and remedies under this Deed of Trust. If ownership of the premises or any part thereof becomes vested in a person or persons other than Grantor (with or without Beneficiary's consent), Beneficiary may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and the Promissory Note and other Obligations, without in any way releasing, discharging, or otherwise affecting Grantor's liability hereunder or thereunder, or the liability of any third party. No sale of the premises, and no forbearance or extension by Beneficiary of the time for the payment of the debt or the performance of the covenants and agreements hereby secured, or in the payment or performance of any of the Obligations, shall in any way whatever operate to release, discharge, modify, change or affect the lien of this Deed of Trust or the liability of the Grantor on the Promissory Note or for the performance hereof or under any of the Obligations, either in whole or in part.

FOURTEENTH: Grantor will not, without the prior written consent of Beneficiary, mortgage, pledge or grant any deed of trust of the mortgaged premises or any part thereof as security for any other loans obtained by Grantor. Grantor also shall pay any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the premises for any repairs or improvements that are now or may hereafter be made thereon, and shall not, without Beneficiary's prior written consent, permit any lien, security interest, encumbrance or charge or any kind to accrue and remain outstanding against the premises or any part thereof, or any improvements thereon, irrespective of whether such lien, security interest, encumbrance or charge is junior to the lien of this Deed of Trust. Notwithstanding the foregoing, if any personal property by way of additions, replacements or substitutions is hereafter purchased and installed, affixed or placed by Grantor on the mortgaged premises under a security agreement or other instrument the lien or title of which is superior to the lien created by this Deed of Trust, all the right, title and interest of Grantor in and

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to any and all such personal property, together with the benefit of any deposits or payments made thereon by Grantor, shall nevertheless be and are hereby assigned to Beneficiary and are covered by the lien of this Deed of Trust. The preceding sentence shall not be construed as a consent by Beneficiary to any such security agreement or other instrument.

FIFTEENTH: Grantor shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances as Beneficiary may reasonably require for accomplishing the purposes hereof, including financing statements required by Beneficiary to protect its interests under the provisions of the Uniform Commercial code, as amended, (the "UCC") and any amendments hereto or modifications hereof as Beneficiary may reasonably request in order to comply with the requirements of applicable law for recordation of this Deed of Trust or to provide to Beneficiary the benefits of all rights and remedies which may be made available to mortgagees under applicable law, forthwith upon the written request of Beneficiary. Upon any failure of Grantor to do so, Beneficiary may execute, record, file, rerecord and refile any and all such documents for and in the name of Grantor, and Grantor hereby irrevocable appoints Beneficiary as agent and attorney-in-fact of Grantor for the foregoing purposes, which power of attorney is coupled with an interest and is irrevocable. This instrument is intended by the parties to be, and shall be construed as, a security agreement, as that term is defined and used in Article Nine of the UCC, and Grantor hereby grants to Beneficiary a security interest in that portion of the premises with respect to which a security interest can be granted under Article Nine of the UCC, which security interest shall include a security interest in all personalty, whether now owned or subsequently acquired, which is or in the future may be physically located on or affixed to the real property described in Exhibit "A" hereto, regardless of whether such personalty consists of fixtures under applicable law, a security interest in the proceeds and products of the collateral covered by this paragraph, a security interest in all other tangible and intangible personal property, including without limitation (to the extent of Grantor's present or future interest and subject to the limitations set forth in paragraph SIXTEENTH below) all licenses, permits and general intangibles now or hereafter located upon the land described in Exhibit "A" hereto, or related to or used or usable in connection with any present or future operation upon such land, and a security interest in the proceeds of all insurance policies now or hereafter covering all or any part of such collateral. For purposes of Article Nine of the UCC, (a) Grantor herein is the "debtor", (b) Beneficiary herein is the "secured party", (c) information concerning the security interest created hereby may be obtained from Beneficiary at its address set forth on page 1

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hereof, and (d) Grantor's mailing address is that set forth on page 1 hereof.

SIXTEENTH: Grantor hereby assigns to Beneficiary, as further security for the indebtedness secured hereby, Grantor's interest in all agreements, contracts (including contracts for the lease or sale of the premises or any portion thereof), licenses and permits affecting the premises. Such assignment shall not be construed as a consent by Beneficiary to any agreement, contract, license, or permit so assigned, or to impose upon Beneficiary any obligations with respect thereto. Grantor shall not cancel or amend any of the agreements, contracts, licenses and permits hereby assigned (nor permit any of the same to terminate if they are necessary or desirable for the operation of the premises) without first obtaining, on each occasion, the written approval of Beneficiary. This paragraph shall not be applicable to any agreement, contract, license or permit that terminates if it is assigned without the consent of any party thereto (other than Grantor) or issuer thereof, unless such consent has been obtained or this assignment is ratified by such party or issuer; nor shall this paragraph be construed as a present assignment of any contract, license or permit that Grantor is required by law to hold in order to operate the mortgaged premises for the purposes intended.

SEVENTEENTH: As additional security for the payment of the indebtedness evidenced by the Promissory Note, including interest thereon, and the performance of all of Grantor's obligations hereunder or secured hereby, and under any other document executed simultaneously or in connection herewith, Grantor does hereby sell, assign, transfer and set over unto Beneficiary all the rents, profits and income under all the rents, profits and income under all leases or occupancy agreements or arrangements, however evidenced or denominated, upon or affecting the mortgaged premises (including any extension, amendments or renewals thereof), whether such rents, profits and income are due or are to become due, including all such leases in existence or coming into existence during the period this Deed of Trust is in effect. This assignment shall run with the land and be good and valid as against Grantor and those claiming by, under or through Grantor, from the date of recording of this Deed of Trust. This assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Deed of Trust. In the event of a foreclosure sale which results in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency. This assignment is given as collateral security only and does not and shall not be construed as obligating Beneficiary to perform any of the covenants or undertakings required to be performed by Grantor in any leases.

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In the event of default in any of the terms or covenants of this Deed of Trust, Beneficiary shall be entitled to collect the rents and income from the premises, rent or lease the premises or any portion thereof upon such rents or possession of the premises from any tenant or trespasser, and apply the net proceeds of such rent and income to the following purposes: (1) payment of all of the costs and expenses incurred by Beneficiary in exercising its rights under this paragraph; (2) payment of interest and principal due under the Promissory Note; (3) payment of all other sums secured hereby; (4) payment of expenses of preserving the premises, including taxes and insurance premiums. Notwithstanding the foregoing, Beneficiary, in its sole discretion, may change the priorities set forth above for the application of the net proceeds of such rent and income.

Beneficiary and its duly authorized agents shall be entitled to enter the mortgaged premises for the purpose of delivering any and all such notices and other communications to the tenants and occupiers thereof as shall be necessary or desirable in Beneficiary's discretion to exercise its rights hereunder, and Beneficiary and its agents shall have absolutely no liability to Grantor arising therefrom. Beneficiary shall not, however, be obligated to give any tenant or occupier of the premises any notice by personal delivery and Beneficiary may, in its sole discretion, deliver all such notices and communications by ordinary first-class U. S. mail, postage prepaid, or otherwise.

In the event that Grantor obstructs Beneficiary in its efforts to collect the rents and income from the premises, or after requested by Beneficiary, unreasonably refuses, fails or neglects to assist Beneficiary in collecting such rent and income, Beneficiary shall be entitled to the appointment of a receiver of the mortgaged premises and of the income, rents and profits therefrom, with such powers as the court making such appointment may confer.

Beneficiary shall at no time have any obligation whatever to attempt to collect rent from any tenant or occupier of the mortgaged premises notwithstanding that such tenants and occupiers may not be paying rent to either Grantor or to Beneficiary. Further, Beneficiary shall at no time have any obligation whatever to enforce any other obligations owed by tenants or occupiers of the premises to Grantor. No action taken by Beneficiary under this Deed of Trust shall put Beneficiary in the position of a "mortgagee in possession."

Grantor shall at not time collect advance rent under any lease upon, affecting or pertaining to the mortgaged premises or any part thereof in excess of one month (other than as a security

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deposit) and Beneficiary shall not be bound in any respect by any rent prepayment made or received in violation of the terms hereof.

EIGHTEENTH: In the event of the passage after the date of this Deed of Trust of any law deducting from the land for the purpose of taxation any lien thereon, or changing in any way of the laws now in force for the taxation of mortgages, deeds of trust or debts secured thereby for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of Beneficiary, then and in such event, Grantor shall bear and pay full amount of such new or additional taxes, provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful or would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the promissory Note, or this Deed of Trust, or otherwise, Beneficiary may, at its option, upon thirty days prior written notice to Mortgagor, declare the whole sum secured by this Deed of Trust with interest thereon to be immediately due and payable, or pay that amount or portion of such taxes as renders the loan secured hereby unlawful or usurious, in which latter event Grantor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes.

NINETEENTH: Grantor, upon written request by Beneficiary, shall certify by a writing duly acknowledged to Beneficiary or to any proposed assignee of this Deed of Trust whether any off-sets or defenses exist against the mortgage debt. Such certification shall be delivered to Beneficiary within ten (10) days of a request therefor.

TWENTIETH: Grantor shall at all times comply with all federal, state and local environmental protection laws and regulations applicable to the mortgaged premises, and shall not permit the mortgaged premises or any other real property owned by Grantor to be used for the dumping or storage of toxic wastes as defined by such laws or regulations.

TWENTY-FIRST: All of the covenants and conditions hereof shall run with the land and shall be binding upon the successors and assigns of Grantor, and shall inure to the benefit of the successors and assigns of Beneficiary. Any reference herein to "Grantor" or "Beneficiary" shall include their respective successors and assigns.

TWENTY-SECOND: All notices, demands and requests required or permitted to be given to Grantor hereunder or by law shall be deemed delivered when delivered as required in the Loan Agreement.

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TWENTY-THIRD: No waiver by Beneficiary of any right or remedy granted hereunder shall affect or extend to any other right or remedy of Beneficiary hereunder, nor affect the subsequent exercise of the same right or remedy by Beneficiary for any further or subsequent default by Grantor hereunder, and all such rights and remedies of Beneficiary hereunder are cumulative. Time is of the essence.

TWENTY-FOURTH: No part of the proceeds of any loan secured by this Deed of Trust will be used for the purpose (whether immediate, incidental or ultimate) of "purchasing" or "carrying" any "margin securities" as such terms are defined in Regulation G (12 CFR Part 207) of the Board of Governors of the Federal Reserve System, or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose.

TWENTY-FIFTH: If any provision(s) hereof are in conflict with any applicable statute or rule of law or are otherwise unenforceable for any reason whatever, then such provision(s) shall be deemed null and void to the extent of such conflict or unenforceability, but shall be deemed separable from and shall not invalidate any other provisions of this Deed of Trust.

TWENTY-SIXTH: If more than one person joins in the execution hereof, or if any person so joining is of the feminine gender, or a corporation, the pronoun and relative words herein used shall be read as if in plural, feminine or neuter, respectively.

TWENTY-SEVENTH: Beneficiary shall have the irrevocable power to be exercised at any time or times hereafter and with or without cause, to substitute a trustee or trustees in place of the Trustee herein named, by an instrument in writing duly executed, acknowledged and recorded among the Land Records of the jurisdiction where the premises is located or in such other manner as may be required by law, whereupon all the estate of the Trustee thus superseded shall terminate and all the right, title and interest of the Trustee hereunder shall be vested in the trustee or trustees named as its successor, and such successor trustee or trustees shall have the same powers, rights and duties which the Trustee so superseded had under this Deed of Trust. The exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said right.

TWENTY-EIGHTH: This Deed of Trust shall be governed by the laws of the state where the premises are located.

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TWENTY-NINTH: Anything herein to the contrary notwithstanding, neither the officers, directors, employees or shareholders of Grantor shall be personally liable for, nor shall recourse be had to any of them for the payment or performance of, or omission to pay or perform, any of the covenants or obligations contained in this Deed of Trust, all such liability hereby being waived by the Beneficiary except with respect to the gross negligence, wilfull misconduct or fraud of any such person. Notwithstanding the foregoing, nothing contained herein shall be interpreted to prevent recourse to, and enforcement against, the Grantor and the collateral subject to the lien hereof, in respect of any and all liabilities, covenants and obligations of the Grantor contained herein.

IN WITNESS WHEREOF, this Deed of Trust is executed and delivered by the undersigned on the date set forth on page 1 hereof.

WITNESSES:

GAC LEASING II INC., a Delaware corporation

Gail A. Anderson
GAIL A. ANDERSON

By:

Andrew Simpson
ANDREW SIMPSON
its V.P.

Stephen G. Schaffner
STEPHEN G. SCHAFFNER

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DRAFTED BY, AND WHEN RECORDED PLEASE RETURN TO:

Jonathan S. Green
JAFPE, SNIDER, RAITT & HEUER
1800 First National Building
Detroit, Michigan 48226

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THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS

RESOLVED, THAT THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, DO hereby certify that the following is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois.

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ACKNOWLEDGEMENTS

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

I, TERESA M KING, a Notary Public, do hereby certify that before me this day in person appeared ~~Marie S. Smith~~ ~~ANDREW SIMPSON~~ personally known to me to be the Vice-President of GAC Leasing II Inc., a Delaware corporation, and acknowledged that she signed and delivered the foregoing instrument in the respective capacity herein set forth and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and bylaws of the corporation, as the free and voluntary act of said corporation, and as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 31st day of December, 1986.

TERESA M. KING
Notary Public
Notary Public, State of New York
No. 24-4743558
Qualified in Kings County
Commission Expires March 30, 1987

[Seal]

ILLINOIS

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COOK COUNTY CLERK
100 W. WASHINGTON ST. CHICAGO, IL 60601
TEL: (312) 603-4000
WWW.COOKCOUNTYCLERK.COM

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21. Chicago, Illinois

Exhibit A

A parcel of land comprising part of the North West quarter of Section 29, Township 36 North, Range 14 East of the Third Principal Meridian, said parcel being described as follows: Beginning at an iron pipe 33 feet North of the South line and 1303.68 feet West of the East line of said North West quarter of said Section 29, and running thence North perpendicular to said South line of said quarter Section, a distance of 460.71 feet to an intersection with the Westerly line of a tract conveyed by deed recorded October 24, 1962 as document number 18627135; thence South Westerly along said Westerly line a distance of 596.06 feet to the South Westerly corner of said tract, said South Westerly corner being 33 feet North of said South line of the North West quarter of said Section 29; thence East parallel with the South line of said quarter Section a distance of 378.21 feet to the point of beginning, all in Cook County, Illinois.

Said premises being known as and by the street address:
1400 W. 171st Street, East Hazelcrest, Illinois.

P 10: 29-29-100-007 #11

DEPT-01 RECORDING \$29.00

T#3333 TRAN 2061 01/09/87 14:33:00
#4619 #A *87-017744

COOK COUNTY RECORDER

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