

UNOFFICIAL COPY

87151519 7. 15. 19

1900

CONSTRUCTION MORTGAGE

THIS MORTGAGE made this 19th day of February, 1987, by and between LA SALLE NATIONAL BANK, as Trustee under Trust Agreement dated June 11, 1986 and known as Trust No. 111207, hereinafter called the Mortgagor, and FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE, a National Bank, with offices at Milwaukee, Wisconsin, hereinafter called the Mortgagee.

WITNESSETH: That, in consideration of the sum of Five Million One Hundred Fifteen Thousand and No/100ths Dollars (\$5,115,000.00) paid by, or to be paid by Mortgagee to Mortgagor, the receipt of which sum is hereby acknowledged, the Mortgagor does by these presents grant, bargain, sell, convey, and mortgage unto the Mortgagee, its successors and assigns, in fee simple, forever, the following described real estate situated in the County of Cook, State of Illinois, to-wit:

Parcel 1

That part of the Southeast 1/4 of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the North line of the South 3/8 of the North 1/2 of aforesaid Southeast 1/4 and the West line of a 100 foot strip of land conveyed to the County of Cook by Deed Document 24182742 for part of Arlington Heights Road; thence South 89° 58' 40" West along said South line a distance of 666.00 feet to the point of beginning; thence South 12° 41' 53" East, 340.37 feet; thence North 86° 32' 09" West, 361.38 feet to a point of curve; thence along a curve concave to the South, having a radius of 682.99 feet, an arc distance of 104.87 feet (the chord thereof bearing South 89° 03' 55" West, a chord distance of 104.77 feet) to a point of tangency; thence South 84° 39' 59" West, 116.06 feet to a point of curve; thence along a curve concave North having a radius of 352.42 feet, an arc distance of 90.93 feet (the chord thereof bearing North 87° 56' 30" West, a chord distance of 90.68 feet) to a point of tangency; thence North 80° 33' 00" West, 137.67 feet to a point of curve; thence along a curve concave South having a radius of 334.76 feet, an arc distance of 55.34 feet (the chord thereof bearing North 85° 17' 10" West, a chord distance of 55.28 feet) to a point of tangency; thence South 89° 58' 40" West, 72.79 feet; thence South 00° 20' 48" West, 66.00 feet; thence South 89° 58' 40" West, 77.95 feet; thence North 00° 01' 20" West, 357.99 feet, to the North line of the South 3/8 of the North 1/2 of aforesaid Southeast 1/4; thence North 89° 58' 40" East along said North line a distance of 899.00 feet to the point of beginning, in Cook County, Illinois.

7099643 D1

Permanent Real Estate Index No.: 03-06-400-028
Common Address of Property: Happfield Drive and Ridge Avenue

Parcel 2

Lot 1 in Westridge Unit No. 1, being a Subdivision of part of the Southeast 1/4 of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. This parcel includes Units 1A Right, 1B Right, 1C Right and 1D Right in Building 1 in Westridge Townhomes Condominium as delineated on a survey of the *

Parcel 3

Easement for the benefit of Parcel 2 as created by detention basin easement granted by Pacific Guaranty Housing Corporation doing business as P. G. H. Corporation to LaSalle National Bank, as Trustee under Trust Agreement dated June 11, 1985 and known as Trust Number 109858 and Main Bank, successor to Wheeling Trust and Savings Bank, as Trustee under Trust Agreement dated October 6, 1980 and known as Trust Number 80-336, dated June 27, 1985 recorded July 2, 1985 as Document 85084786 on, over, and across the following described property for use as a detention basin for storm water runoff: The Easterly 155 feet of Lot 2 in Westridge Unit No. 1, being a subdivision of part of the Southeast 1/4 of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index No.: 03-06-400-028, -042
Common Address of Property: Happfield Drive and Ridge Road

*following described real estate: Part of Lot 1, in Westridge Unit 1, being a subdivision in Section 6, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded as Document No. 86-452160, re-recorded as Document No. 86-506027, together with its individual percentage interest in the common elements.

87151519

UNOFFICIAL COPY

TOGETHER with all and singular the easements, rights-of-way, licenses, privileges, and appurtenances thereunto belonging, and all the rents, issues and profits therefrom; and also all the estate, right, title and interest of Mortgagor, either at law or in equity, of, in and to the premises herein described, and every part thereof;

TOGETHER with all right, title and interest, if any, of Mortgagor, in and to the land lying within any street or roadway adjoining the above described real estate; and all right, title and interest, if any, of Mortgagor in and to any strips and gores adjoining the above described real estate or any part thereof;

TOGETHER with all buildings, structures, and improvements now or hereafter erected thereon; and, also, all fixtures, machinery, apparatus, equipment, and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the said premises, or any part thereof, and used or usable in connection with any present or future operation of said premises, and now owned or hereafter acquired by Mortgagor, including, but without limitation of the generality of the foregoing, all heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, plumbing, cleaning, and power equipment and apparatus; all gas, water, and electrical equipment; and all engines, motors, tanks, pumps, screens, storm doors, storm windows, shades, awnings, floor coverings, carpeting, ranges, stoves, refrigerators, dishwashers, washers, dryers, cabinets, partitions, conduits, ducts and compressors; it being understood and agreed that all such fixtures, machinery, apparatus, equipment, and articles of personal property are a part of the said real estate and are declared to be a portion of the security for the indebtedness secured hereby (whether in single units or centrally controlled, and whether physically attached to said real estate or not); it being the intention of Mortgagor that this Mortgage shall also operate as a security agreement under the Uniform Commercial Code;

TO HAVE AND TO HOLD the above granted and mortgaged premises with the privileges and appurtenances thereunto belonging, and all rents, issues and profits therefrom, unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein expressed. Mortgagor covenants that at and until the execution and delivery of this mortgage, Mortgagor is well seized of Parcel 1 described herein, in fee simple, and that LaSalle National Bank, as Trustee under Trust Agreement dated June 11, 1985 and known as Trust No. 109858 is well seized of Parcels 2 and 3 described herein in fee simple, and they have good right and full power to grant, bargain, sell, convey, and mortgage the same in the manner and form written; and that the same are free from all liens and encumbrances whatsoever, excepting only the lien of general taxes not due and payable and the lien of a prior mortgage from Mortgagor to Mortgagee in the original principal amount of Three Million Six Hundred Thousand and No/100ths Dollars (\$3,600,000.00) dated October 31, 1986 and recorded with the Office of the Register of Deeds for Cook County, Illinois, as Document No. 86552930 as to Parcel 1 described herein, hereinafter called the "Prior Mortgage"; and the lien of a prior mortgage from LaSalle National Bank, as Trustee under Trust Agreement dated June 11, 1985 and known as Trust No. 109858 to Mortgagee in the original principal amount of Three Million Six Hundred Thousand and No/100ths Dollars (\$3,600,000.00) dated December 30, 1985 and recorded with the Office of the Register of Deeds for Cook County, Illinois on January 15, 1986, as Document No. 86020218 as to Parcel 2 described herein, hereinafter called the "Prior Construction Mortgage"; and the lien of a subordinate and junior mortgage from LaSalle National Bank, as Trustee under Trust Agreement dated June 11, 1985 and known as Trust No. 109858 to Richard B. Happ in the original principal amount of One Hundred Thirty-Nine Thousand One Hundred Sixty-Nine and 25/100ths Dollars (\$139,169.25) dated June 27, 1985 and recorded with the Office of the Register of Deeds for Cook County, Illinois on July 2, 1985, as Document No. 85024785 also as to Parcel 2 described herein, hereinafter called the "Junior Mortgage" and such other matters as have been specifically approved by Mortgagee in the Revolving Loan Agreement identified herein; and that Mortgagor does warrant and will defend the said premises with the privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

THIS MORTGAGE IS GIVEN TO SECURE: (a) Payment of the indebtedness evidenced by the certain promissory note and Revolving Loan Agreement of even date herewith, made and delivered by Mortgagor and its beneficiary to Mortgagee, in the principal sum of the aforementioned consideration, payable with interest at the rate and in the manner provided therein, which Revolving Loan Agreement provides for revolving loans to be made by Mortgagee to Mortgagor which loans may be repaid and reborrowed on a revolving basis during the term of said revolving loan; (b) Payment by Mortgagor to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision

87151519

of this mortgage; (c) Performance of each and every one of the covenants, and conditions, and agreements contained in this mortgage and the note secured hereby; (d) Payment by Mortgagor to Mortgagee of any sums advanced by Mortgagee pursuant to any and all of those Letters of Credit in the amount of Fifty-Six Thousand Three Hundred Twenty and 24/100ths Dollars (\$56,320.24) issued under date of March 6, 1986, in the amount of Three Hundred Seventy-Five Thousand Four Hundred Sixty-Eight and 24/100ths Dollars (\$375,468.24) issued under date of March 6, 1986, in the amount of Two Thousand Eight Hundred Fifty-Seven and No/100ths Dollars (\$2,857.00) issued under date of October 20, 1986, or in the amount of Nineteen Thousand Forty-Five and No/100ths Dollars (\$19,045.00) issued under date of October 20, 1986 which were issued by Mortgagee for the benefit of the City of Arlington Heights, Illinois as Letters of Credit No. SLC-666, No. SLC-667, No. SLC-960 and No. SLC-961; and (e) Any extensions, renewals or modifications of any such note or notes on any terms whatsoever. In no event shall the principal amount secured hereby exceed the sum of 200 percent of the face amount of the note plus amounts advanced pursuant to the terms of this mortgage to protect the security of this mortgage. Future advances made under the revolving loans shall have the same priority as the initial disbursement of the revolving loan.

AND, MORTGAGOR HEREBY COVENANTS AND AGREES THAT:

1. Mortgagor will pay the principal of and interest on the indebtedness evidenced by the said note, and any other indebtedness secured hereby, as evidenced by any other agreement at the times and in the manner therein provided.
2. Mortgagor will pay all taxes, assessments, and other similar charges levied upon the said premises before the same become delinquent, and will promptly deliver to Mortgagee receipts of the proper officers, therefor. In default thereof, Mortgagee may pay such taxes, assessments, and other similar charges, including any penalties or interest thereon (of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence) and any amount so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the default rate specified in the note secured by this mortgage and payment thereof shall be secured by this mortgage. Notwithstanding the foregoing, Mortgagor reserves the right to contest such taxes, assessments or other charges (prior to the sale of provided that Mortgagee is then furnished with security acceptable to Mortgagee to assure payment of the same and any related interest, penalty or premiums which may result from such contest.
3. In order to more fully protect the security of this mortgage and upon request by Mortgagee, Mortgagor will pay to Mortgagee monthly, in addition to each monthly payment required hereunder, or under the evidence of the debt secured hereby, a sum equivalent to one-twelfth (1/12th) of the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due all taxes, assessments, and other similar charges levied against the said premises, and all insurance premiums on any policy or policies of insurance required hereunder. No interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor will deliver and pay over to Mortgagee such additional sums as are necessary to make up any deficiency in the amount necessary to enable Mortgagee to fully pay any of the items hereinabove mentioned. In the event of any default by Mortgagor in the performance of any of the terms, covenants, or conditions herein contained, or in the evidence of the debt secured hereby, Mortgagee may apply against the indebtedness secured hereby, in such a manner as Mortgagee may determine, any funds of Mortgagor then held by Mortgagee under this paragraph. Mortgagee agrees that it will not require the establishment of the escrows provided for in this paragraph as long as it is holding sufficient undisbursed loan proceeds which are secured by this mortgage and which have been reserved for payment of these taxes, assessments and other similar charges and insurance premiums as they become due and payable.
4. In the event of the passage, after the date of this mortgage, of any statute or ordinance deducting from the value of real property for purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage or the interest of Mortgagee hereunder, Mortgagor shall pay such tax or other sums due as a result thereof; provided that if such statute or ordinance expressly prohibits Mortgagor

87151519

from making such payment, then the whole of the principal sum secured by this mortgage, with interest and charges, if any, thereon, at the option of Mortgagee, shall become immediately due, payable and collectible without notice or demand.

5. Mortgagor will procure, deliver to and maintain for the benefit of Mortgagee during the continuance of this mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate, including, but without limitation, sprinkler leakage, boiler risks and war risks (as, when and to the extent insurance against war risks is obtainable). All policies of insurance required hereunder shall be in such form, companies, and amounts as may be acceptable to Mortgagee, and shall contain a mortgage clause acceptable to Mortgagee, with loss payable to Mortgagee. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the default rate specified in the note secured hereby and payment thereof shall be secured by this mortgage.

In the event of any loss or damage, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may thereupon make proof of such loss or damage, if the same is not promptly made by Mortgagor. All proceeds of insurance, in the event of such loss or damage, shall be payable to Mortgagee, and any affected insurance company is authorized and directed to make payment thereof directly to Mortgagee. Mortgagee is authorized and empowered to settle, adjust, or compromise any claims for loss, damage, or destruction under any policy or policies of insurance. Mortgagee agrees that it will not exercise its right to settle, adjust or compromise claims of less than Ten Thousand and No/100ths Dollars (\$10,000.00) provided no default exists hereunder or under the note secured hereby or the loan agreement entered into herewith. All such insurance proceeds may, at the sole discretion of Mortgagee, be applied, in whole or in part, to the restoration, repair, or replacement, or rebuilding of the premises, or be retained and applied, in whole or in part, to and in reduction of any indebtedness secured hereby (whether or not then due and payable). The delivery to Mortgagee of any policy or policies of insurance hereunder, or renewals thereof, shall constitute an assignment to Mortgagee of all unearned premiums thereon as further security for the payment of the indebtedness secured hereby. In the event of any foreclosure action or other transfer of title to the property covered hereby in extinguishment of the debt secured hereby, all right, title, and interest of Mortgagor in and to any policy or policies of insurance then in force shall pass to the Purchaser or Grantee. Notwithstanding any provision herein to the contrary in the event such insurance proceeds are less than the unpaid principal indebtedness secured hereby and no default exists hereunder or under the note secured hereby or under the loan agreement entered into herewith and in the event such insurance proceeds are sufficient to do so or if not sufficient, additional monies are deposited by Mortgagor with Mortgagee to do so, then such insurance proceeds shall be applied to such restoration, repair or replacement or rebuilding of the premises with any remaining excess to be applied toward payment of the indebtedness secured hereby.

In addition to the above, Mortgagor covenants and agrees that during the continuance of this mortgage and until the same is fully satisfied and released Mortgagor will procure and maintain a policy or policies of comprehensive public liability insurance. Upon request of Mortgagee, Mortgagor shall furnish Mortgagee with evidence of such coverage as is acceptable to Mortgagee. If building construction or remodeling or land development is presently contemplated for the mortgaged premises, said liability insurance shall include, but not be limited to, owner's protective liability coverage.

6. Mortgagor will maintain the premises in good condition and repair and will not commit or suffer any waste thereof, reasonable wear and tear excepted. Mortgagor will comply with, or cause to be complied with, all statutes, ordinances,

87151519

regulations, or requirements of any governmental authority relating to the premises, and will promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty or as the result of any condemnation proceeding or exercise of the right of eminent domain, or by an alteration of the grade of any street affecting the premises as hereinafter referred. None of the buildings, structures, or improvements now or hereafter erected or located on the above described premises shall be removed, demolished, or substantially or structurally altered in any respect without the prior written consent of Mortgagee. Mortgagee, and any person authorized by Mortgagee, shall have the right to enter upon and inspect the premises at all reasonable times. Mortgagor will pay promptly when due all charges for utilities or services, including but not limited to, electricity, gas, sewer and water, and upon failure so to pay, Mortgagee may, at its option, make such payment or payments, and any amounts so paid by Mortgagee shall become immediately due and payable and shall be secured by the lien of this mortgage with interest at the default rate specified in the note secured hereby.

7. Mortgagor or Mortgagor's Beneficiary will not create, permit or suffer to be created any charge, lien or encumbrance or lease upon the premises, or any part thereof, excepting the lien hereof, the lien of the Prior Mortgage, the lien of the Prior Construction Mortgage, the lien of the Junior Mortgage, and the lien of general and special taxes duly levied and assessed, and shall not voluntarily transfer the mortgaged premises, except for condominium units which have been partially released from the lien of this mortgage, or any interest in or part thereof, nor shall Mortgagor acknowledge or execute any assignment or attempted assignment of all or any part of the beneficial interest (including the power of direction) in Mortgagor, except for an assignment of the beneficial interest in Mortgagor to a corporation or partnership in which Westridge Corporation owns at least 51% of the corporate stock or partnership interest, without the prior written consent of Mortgagee. The creation of any such charge, lien, encumbrance, transfer or acknowledgment, whether voluntary involuntary or by operation of law, without the prior written consent of Mortgagee, shall, at Mortgagee's option, constitute a default under the terms of this instrument, with full right to accelerate the maturity of the indebtedness secured hereby, unless the creation of any such charge, lien, encumbrance, transfer or acknowledgment is not a permissible event of default under federal law. Mortgagee may, without notice to the Mortgagor, deal with any successor owner in the same manner as with Mortgagor, without in any way discharging the liability of the Mortgagor hereunder or upon the debt hereby secured. Notwithstanding any provision herein to the contrary, Mortgagor shall have the right to contest disputed mechanics liens provided that such liens are bonded or insured over (for the benefit of Mortgagee as well as any subsequent purchaser) by a title insurance company acceptable to Mortgagee.
8. If all or any part of the premises are damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the said premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee. Any award or payment so received by Mortgagee may, at the option of Mortgagee, be retained and applied, in whole or in part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Mortgagee may determine, or released, in whole or in part, to Mortgagor for the purpose of altering, restoring, or rebuilding any part of the premises which may have been altered, damaged, or destroyed as the result of such taking, alteration, or proceeding, but Mortgagee shall not be obligated to see to the application of any amounts so released. Notwithstanding any provision herein to the contrary in the event such award or payment is less than the unpaid principal indebtedness secured hereby and no default exists hereunder or under the note secured hereby or under the loan agreement entered into herewith and in the event such award or payment is sufficient to do so or if not sufficient additional monies are deposited by Mortgagor with Mortgagee to do so then such award or payment shall be applied to altering, restoring or rebuilding with any remaining excess to be applied toward payment of the indebtedness secured hereby.

151519

9. If Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether in connection with any action or proceeding or not, by reason of this mortgage or to sustain the lien of this mortgage or its priority, or to protect or enforce any of Mortgagee's rights hereunder, or to recover any indebtedness hereby secured, all such sums shall become immediately due and payable by Mortgagor with interest thereon at the default rate specified in the note secured hereby. All such sums, with interest, shall be secured by this mortgage and be a lien on the premises prior to any right, title, interest, or claim, in, to, or upon the premises attaching or accruing subsequent to the lien of this mortgage.
10. Mortgagor will not assign, in whole or in part, the rents, income, or profits arising from the premises, or any lease thereof, except for the assignments given in connection with the Prior Mortgage and in connection with the Junior Mortgage, without the prior written consent of Mortgagee, or in any other manner impair the security of this mortgage for the payment of the indebtedness secured hereby.
11. Mortgagor will observe and perform all covenants, conditions, and agreements contained in any lease or leases now or hereafter affecting the premises, or any portion thereof, on the part of Mortgagor to be observed and performed. If Mortgagor shall default in the performance of any of the terms, covenants, conditions, or obligations imposed upon Mortgagor by any such lease or leases and after the expiration of any applicable cure periods, which default would give the lessee or lessees the right to terminate or cancel the said lease or leases or make monetary advances and offset the same against future rentals, then, at the option of Mortgagee, the whole of the indebtedness secured by this mortgage, including all advances and payments by Mortgagee hereunder, shall become immediately due, payable and collectible by foreclosure, or otherwise, without notice or demand. Mortgagor will not accept any prepayment of rent or installments of rent for more than one month in advance, without the prior written consent of Mortgagee.

Mortgagor, upon request, from time to time, will furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by Mortgagor, of all leases relating to the premises; and, on demand, Mortgagor will furnish to Mortgagee executed counterparts of any and all such leases.

12. With respect to the said premises and the operations thereof, Mortgagor's Beneficiary will keep or cause to be kept proper books of record and account in accordance with generally accepted (or cash basis) accounting principles consistently applied. Mortgagee shall have the right to examine the said books of record and account at such reasonable times and intervals as Mortgagee may elect. Mortgagor's Beneficiary will furnish to the Mortgagee, within ninety (90) days after the end of each fiscal year (or calendar year, if appropriate) of Mortgagor's Beneficiary, a statement of income and surplus of Mortgagor's Beneficiary for such year, in reasonable detail and stating in comparative form the figures as of the end of and for the previous year, and also statements of income and expense relating to operations of the premises, certified by Mortgagor's Beneficiary. In addition, Mortgagor's Beneficiary will furnish to Mortgagee such interim financial statements, as Mortgagee may request, certified by Mortgagor's Beneficiary in such form as may be acceptable to Mortgagee.
13. In the event that Mortgagee (a) Grants any extension of time for forbearance with respect to the payment of any indebtedness secured by this mortgage; (b) Takes other or additional security for the payment thereof; (c) Waives or fails to exercise any right granted herein or under any note secured hereby; (d) Grants any release, with or without consideration, of the whole or any part of the security held for the payment of the indebtedness secured hereby or the release of any person liable for payment of said indebtedness; (e) Amends or modifies in any respect with the consent of Mortgagor and its beneficiary any of the terms and provisions hereof or of the note secured hereby (including substitution of another note); then and in any such event, such act or omission to act shall not release Mortgagor, or any co-makers, sureties, or guarantors of this mortgage or of the note secured hereby, under any covenant of this mortgage or of the said note, nor preclude Mortgagee from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default and without in any wise impairing or affecting the lien or priority of this mortgage.

14. Mortgagor will not make, suffer, or permit, without the written consent of the Mortgagee first had and obtained, (a) Any use of the premises for any purpose other than that for which the same are now used or intended to be used; (b) Any alterations of the buildings, improvements, fixtures, apparatus, machinery, and equipment hereafter erected or located upon the said premises; (c) Any purchase or conditional sale, lease or agreement under which title is reserved in the vendor of any such fixtures, furniture, furnishings, apparatus, machinery, equipment, or personal property to be placed in or upon any of the buildings or improvements on the said premises. Mortgagor will execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the lien of this mortgage on any fixtures, personal property, machinery, apparatus and equipment described herein.
15. If default shall be made in any of the conditions or covenants herein, or in said note contained, or in the security agreement given hereby in connection with this transaction as additional security, or other agreement given in connection with this transaction and in the event of a non-monetary default, such default shall continue for a period of thirty (30) days after written notice have been mailed to Mortgagor's Beneficiary at 40 Skokie Boulevard, Suite 400, Northbrook, Illinois 60062 (it being hereby agreed that on default in the payment of any tax or assessment or insurance premium, or any payment on account thereof, or in the payment of any cost or expense of litigation, the Mortgagee may pay the same and all sums so advanced, with interest at the default rate set forth in the note secured hereby, shall immediately attach as a lien hereunder and be payable on demand), the whole of said principal sum and all the accrued interest thereon shall thereupon at the option of the said Mortgagee and without notice to said Mortgagor (notice being hereby waived) become and be forthwith due and payable, and shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur as aforesaid. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. It is agreed that "default" shall embrace and include any action in bankruptcy, receivership, or reorganization filed by or against Mortgagor or any guarantor of or party liable on the Note, provided however, that if a trustee, receiver or custodian shall have been appointed for any of the property or assets of Mortgagor, it shall not be a default hereunder unless the foregoing shall not have been discharged within sixty (60) days after the date of his appointment, or the occurrence of any judgment or proceeding entered or brought against Mortgagor by any person affecting the said premises or to foreclose any lien thereon. The Mortgagor, in case of such default and the continuance thereof as aforesaid, does hereby authorize and fully empower the Mortgagee to foreclose the said premises according to the statute in such case made and provided, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said note, all payments due hereunder, the expenses of such foreclosure sale, and a reasonable sum as attorneys' fees, and pay the overplus, if any, to said Mortgagor. The Mortgagee shall also have an option to sell the premises in parcels or in one unit.
16. The Mortgagor does hereby waive, to the full extent it may lawfully do so, the benefit of all appraisement, valuation, exemption, stay, redemption, and extension statutes, laws or equities now or hereafter in force and all rights of marshaling of assets in the event of any sale of the premises, any part thereof or any interest therein and any court having jurisdiction to foreclose the lien hereof may sell the premises in part or as an entirety.
17. Whenever used in this instrument, unless the context shall otherwise clearly require, the term "Mortgagor" shall include the legal representatives, successors and assigns, of Mortgagor, and all persons claiming by, through or under Mortgagor; the term "Mortgagee" shall include the legal representatives, successors and assigns of Mortgagee; the term "note" shall refer to the promissory note and any other note evidencing indebtedness hereby secured; the term "person" shall include, any individual, partnership, joint venture, corporation, trustee, or unincorporated association; the term "premises" shall include the real estate described herein, together with all buildings, structures, and improvements thereon, and all furniture, furnishings, fixtures, machinery, apparatus, equipment, and articles of personal property referred to herein, and any and all other right, property, or interests at any time subject to the lien of this mortgage; the singular shall include the plural, and the plural, the singular; the gender used shall include the other genders.

18. All of the terms, covenants, conditions, and agreements herein set forth shall be binding upon and inure to the benefit of the respective successors and assigns, of the parties hereto. In the event that any such provision of this Mortgage conflicts with applicable state or federal law, such conflict shall not affect the other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portions of said provision or any other provisions of this Mortgage. No delay on the part of Mortgagee or any holder of the note secured hereby, in exercising any right, power or privilege hereunder, or under said note, shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder, or under said note, preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies which Mortgagee or the holder of the note would otherwise have.
19. Upon the commencement or during the pendency of any action to foreclose this Mortgage, the court in which such action is brought may appoint a receiver of the mortgaged premises, and may empower said receiver to collect the rents, issues and profits of said premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and may order such rents, issues and profits, when so collected, to be held and applied, as the court shall from time to time direct.
20. Mortgagee shall be subrogated for further security to the lien, although released of record, of any and all encumbrances, or construction or mechanic lien claims, paid out of the proceeds of the loan secured by this Mortgage or any advances made by Mortgagee hereunder.
21. The loan secured hereby was obtained to assist in financing building construction or remodeling, or land development, or other improvements to the premises and: (a) If such construction, remodeling, development, or improvement shall not, in accordance with plans and specifications approved by Mortgagee, be completed prior to the expiration date set forth in the revolving loan agreement entered into in connection herewith, or (b) If work on the same shall cease before completion and remain abandoned for a period of thirty consecutive days, (for reasons other than those beyond the control of the Mortgagor) the existence of either circumstance shall constitute an event of default under the terms of this instrument, and at any time thereafter, the said note and the whole indebtedness secured hereby shall, at the option of the Mortgagee and without notice to Mortgagor (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise. In the event of such cessation or abandonment of work as aforesaid, Mortgagee may, at its option, also enter upon the property and complete such improvements and Mortgagor hereby gives to Mortgagee full power and authority to make such entry and to enter into such contracts or arrangements as it may consider necessary to complete the same. All moneys expended by Mortgagee in connection with completion of said improvements shall be added to the indebtedness hereby secured and shall be payable by Mortgagor immediately and without demand, with interest at the default rate specified in the note secured hereby. Mortgagee shall have the right to enter upon the property at any and all times to inspect the premises.
22. Mortgagor represents and warrants that no default has occurred or presently exists under the Prior Mortgage or the Prior Construction Mortgage or the notes or any agreement secured thereby; Mortgagor covenants and agrees to faithfully perform all obligations of the Prior Mortgage and of the Prior Construction Mortgage and the notes or other agreement secured thereby. Mortgagor further agrees that a default in any of the terms and conditions of the Prior Mortgage or the Prior Construction Mortgage, or the notes, or any other agreement secured thereby, and the expiration of applicable cure periods, or in the terms and provisions of this paragraph, shall at the option of Mortgagee constitute a default under this mortgage and the note secured by this mortgage.
23. Mortgagor represents and warrants that no default has occurred or presently exists under the Junior Mortgage or the note or any agreement secured thereby and that this mortgage shall not constitute a default thereunder; Mortgagor covenants and agrees to faithfully perform all obligations of the Junior Mortgage and the note or other

agreement secured thereby; Mortgagor agrees that it will not enter into any amendment, extension or modification of the Junior Mortgage or the note or any other agreement secured thereby without the prior written consent of Mortgagee; and Mortgagor further agrees to furnish Mortgagee, promptly after receipt, copies of all notices of default or delinquency received by Mortgagor from the holder of the Junior Mortgage. Mortgagor further agrees that a default in any of the terms and conditions of the Junior Mortgage, or the note, or any other agreement secured thereby, and the expiration of applicable cure periods, or in the terms and provisions of this paragraph, shall at the option of Mortgagee constitute a default under this mortgage and the note secured by this mortgage. In the event of any such default in any of the terms and conditions of the Junior Mortgage or the note or any other agreement secured thereby, Mortgagee may in its discretion and at its sole option cure such default and any sums incurred or expended relative thereto by Mortgagee shall become immediately due and payable and shall be secured by the lien of this mortgage with interest at the default rate of interest provided for in the note which is secured by this mortgage.

24. Mortgagor shall be entitled to obtain partial releases from the lien of this mortgage of individual condominium units which are constructed on the premises in accordance with the release provisions contained within the Revolving Loan Agreement which is being entered into between Mortgagor, Mortgagor's Beneficiary and Mortgagee under even date herewith.
25. This Mortgage is executed by LaSalle National Bank, as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on LaSalle National Bank to pay the note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and LaSalle National Bank are concerned, the legal holder or holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of any other maker of the note or of the guarantor.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay to Mortgagee the said sums of money described in the note secured hereby and the interest thereon, in the manner and at the times mentioned in said note, and any and all other sums which may become payable by Mortgagor hereunder, and shall fully keep and perform the terms, covenants, conditions, and agreements hereof by Mortgagor to be kept and performed, then this mortgage and the estate hereby granted shall cease, determine, and be void, and said mortgage shall thereupon be released by the Mortgagee at the cost and expenses of Mortgagor (all claims for statutory penalties, in case of Mortgagee's failure to release, being hereby waived.)

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be duly executed and delivered the day and year first above written.

LA SALLE NATIONAL BANK, as Trustee under Trust Agreement dated June 11, 1986 and known as Trust No. 111207.

By _____

87151519

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

Personally came before me this 17th day of February, 1987, the above named JOSEPH W. LANG VICE PRESIDENT, of LaSalle National Bank, as Trustee under Trust Agreement dated June 11, 1986 and known as Trust No. 111207, to me known to be the person who executed the foregoing instrument, and to me known to be such Trustee of said Trust Agreement, and acknowledged the same.

John J. Pagan

 Notary Public

State of Illinois
 My commission 6-11-88

This Mortgage is being executed by LaSalle National Bank, as Trustee under Trust Agreement dated June 11, 1985 and known as Trust No. 109858 for the sole purpose of subjecting Parcel 2 and Parcel 3 described herein to the lien of this Mortgage.

LA SALLE NATIONAL BANK, as Trustee under Trust Agreement dated June 11, 1985 and known as Trust No. 109858

By

Joseph W. Lang

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

Personally came before me this 17th day of February, 1987, the above named JOSEPH W. LANG VICE PRESIDENT, of LaSalle National Bank, as Trustee under Trust Agreement dated June 11, 1985 and known as Trust No. 109858, to me known to be the person who executed the foregoing instrument, and to me known to be such Trustee of said Trust Agreement, and acknowledged the same.

John J. Pagan

 Notary Public

State of Illinois
 My commission 6-11-88

1987 MAR 21 10 41 AM

87151519

This instrument was drafted by Wayne H. Brogelman on behalf of First Wisconsin National Bank of Milwaukee and should be returned to him after recording at 777 East Wisconsin Avenue, Law Department, Juneau Square, Suite 311, Milwaukee, Wisconsin 53202.

ldwhb87005g702

-HU

87151519