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MORTGAGE

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") is made as of April 9, 1987 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated February 25, 1987 and known as Trust Number 101424-04, (the "Mortgagor"), whose mailing address is 33 North La Salle Street, Chicago, Illinois 60602, and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (the "Mortgagee"), whose mailing address is 33 North La Salle Street, Chicago, Illinois 60602.

W I T N E S S E T H:

THAT WHEREAS, the Mortgagor is justly indebted to Mortgagee in the principal sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00) evidenced by one certain PROMISSORY NOTE of the Mortgagor of even date herewith (the "Note"), made payable to the order of and delivered to the Mortgagee, whereby the Mortgagor promises to pay the said principal sum, late charges, and interest at the rate or rates and in installments, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on the first day of April 1, 2002. All such payments on account of the indebtedness secured hereby shall be applied first to accrued and unpaid interest on the unpaid principal balance, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal, all of said principal and interest being made payable at such place as the holder of the Note may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee.

NOW, THEREFORE, the Mortgagor, to secure the payment of said principal sum of money and said interest and late charges and all other payments in accordance with the terms, provisions and limitations of this Mortgage and of the Note, and all promissory notes hereafter executed by Mortgagor evidencing all renewals or refinancings of said Note by Mortgagee, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter-acquired estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois to-wit, which Property is legally described on Exhibit "A" attached hereto and made a part hereof, which, with the property hereinafter described, is collectively referred to herein as the "Premises".

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TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all fixtures, apparatus, equipment and articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled) including (without restricting the foregoing). All of the land, estate and property hereinabove described, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC.

1. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of the Mortgagor set forth in paragraph 1a below; (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (no such lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (f) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with

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respect to the Premises and the use thereof; (g) make no alterations in the Premises which would during or after the making of the alteration diminish the value of the premises, without Mortgagee's prior written consent; (h) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's prior written consent; (i) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limitation zoning variations and any non-conforming uses and structure) privileges, franchises and concessions applicable to the Premises or contracted for in connection with any present or future use of the Premises; and (j) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof and of the Note. As used in this paragraph 1 and elsewhere in this Mortgage, the term "Indebtedness" means and includes the unpaid principal sum evidenced by the Note, together with all interest, additional interest and late charges and prepayment premiums thereon, and all other sums at any time secured by this Mortgage.

## RIGHT TO CONTEST

1. (a) Anything in this Mortgage to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any lien not expressly subordinated to the lien hereof and defer payment and discharge thereof during the pending of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such lien; (ii) that, within ten (10) days after Mortgagor has been notified of such lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such lien; and (iii) in the case of a lien not expressly subordinated to the lien hereof, that Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, in Chicago, Illinois, a sum of money, a bond or other appropriate assurances which shall be sufficient in the reasonable judgment of Mortgagee to pay in full such lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the reasonable judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee

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may, at its option, apply the money deposited in payment of or on account of such lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made. Any remaining funds shall be returned to Mortgagor.

## PAYMENT OF TAXES

2. Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law, except for Certificate of Error proceeding where the proper statutory procedure must be followed.

## INSURANCE

3. Mortgagor shall keep all buildings and improvements and the Collateral (defined in Paragraph 25 below) now or hereafter situated on said Premises insured against loss or damage by fire on a so-called "All Risks" basis, with an Agreed Amount Endorsement, and against such other hazards as may reasonably be required by Mortgagee, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance whenever in the opinion of Mortgagee such protection is necessary and (b) flood insurance whenever same is available and, in the opinion of Mortgagee, such protection is necessary. Mortgagor shall also provide insurance coverages with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified

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without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all original policies (or certificates evidencing the existence thereof), including additional and renewal policies, to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard non-contributory mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the original policy or policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in force shall pass to Mortgagee, transferee or purchaser, as the case may be.

#### ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE.

4. In case of loss or damage by fire or other casualty, Mortgagee and Mortgagor shall jointly settle and adjust any claim under insurance policies which insure against such risks. Mortgagee is authorized to collect and receipt for any such insurance monies. If Mortgagor does not repair, restore, or rebuild the Premises, such insurance proceeds shall be applied in reduction of the Indebtedness, whether due or not, or if Mortgagor repairs, restores, or rebuilds the Premises, then, at the option of the Mortgagee, such insurance proceeds shall either (a) be held by the Mortgagee and used to reimburse Mortgagor (or any lessee) for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises; or (b) Mortgagee, after deducting therefrom any expenses incurred by Mortgagee in the collection thereof, shall make insurance proceeds available to the Mortgagee for the repair, rebuilding and restoration of the building(s) and other improvement(s) on the Premises. Notwithstanding the foregoing, if the loss or damage is adjusted in excess of Seven Hundred Fifty Thousand Dollars (\$750,000), then such insurance proceeds may, at the option of the Mortgagee, be applied in reduction of the Indebtedness, whether due or not. In any event, the building(s) and other improvement(s) shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the insurance proceeds are made available for repair, rebuilding or restoration, such proceeds shall be disbursed upon the "Disbursing Party" (hereinafter defined) being furnished with satisfactory evidence of the cost of completion

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thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the Disbursing Party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and other improvements may reasonably exceed the sum of \$25,000.00, then the Mortgagee must approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party, shall be paid to Mortgagor. At the Mortgagor's cost, the Disbursing Party shall invest the insurance proceeds in a manner reasonably requested by Mortgagor and all such interest shall be paid to Mortgagor.

As used in this Paragraph 4, the term "Disbursing Party" refers to the Mortgagee and to any responsible trust company or title insurance company selected by the Mortgagee, the cost of which shall be paid by Mortgagee.

#### STAMP TAX: EFFECT OF CHANGES IN LAWS REGARDING TAXATION

5. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sum which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note.

5.1. In the event of the enactment, after this date, of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to materially and adversely affect Mortgagee's return on its investment secured by this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee,

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shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Indebtedness to be and become due and payable ninety (90) days from the giving of such notice.

#### OBSERVANCE OF LEASE ASSIGNMENT

6 As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, Mortgagor and its beneficiary or beneficiaries have assigned to the Mortgagee all of their right, title and interest as landlords in and to all future leases of the Premises. All leases of the Premises are subject to the approval of the Mortgagee as to form, content and tenant(s), which approval shall not be unreasonably withheld or delayed.

Mortgagor will not and Mortgagor's beneficiary or beneficiaries will not, without Mortgagee's prior written consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness; or (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the tenant thereunder.

Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed, but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the

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names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of any landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof; provided, however, the said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

Mortgagee shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a material default under any assignment of rents or leases executed pursuant to this paragraph 6 shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

## MORTGAGOR AND LIEN NOT RELEASED

7. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or notes therefor; (c) release from the lien of this Mort-



gage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises; (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the monthly installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 7 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and reasonable attorneys' fees as may be incurred by Mortgagee for any action described in this Paragraph 7 taken at the request of Mortgagor or its beneficiary or beneficiaries.

#### MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS

8. In case of default herein, and after expiration of any applicable grace period, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraphs 5 or 5.1 or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice thereof and with interest at the Default Rate, set forth in the Note, applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

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## MORTGAGEE'S RELIANCE ON TAX BILLS, ETC.

9. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

## ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT

10. If: (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms of the Note (which terms are hereby incorporated by reference) after expiration of any applicable grace period; or (b) the Mortgagor or any beneficiary thereof or any guarantor of the Note shall file (i) a petition for liquidation, reorganization or adjustment of debt under Title 11 of the United States Code (11 U.S.C. SS 101 et seq,) or any similar law, state or federal, whether now or hereafter existing, or (ii) any answer admitting insolvency or inability to pay its debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within thirty (30) days, as hereinafter provided; or (c) any order for relief of the Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any beneficiary thereof or for any guarantor of the Note, or for all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days; or (d) the Mortgagor or any beneficiary thereof or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (e) any default shall be made in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to

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be kept or performed or observed by the Mortgagor or its beneficiary after expiration of any applicable grace period; or (f) default shall be made in the due observance or performance of any covenant, agreement or condition required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in any other instrument given at any time to secure the payment of the Note; or (g) Mortgagor or its beneficiary or beneficiaries default in the due observance or performance of any covenant, agreement or condition required to be kept or observed in any other agreement, instruments and documents, including, without limitation, guarantees, mortgages, deeds of trust, loan agreements, notes, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matters heretofore, now and/or from time to time hereafter executed by and/or on behalf of Mortgagor or its beneficiary or beneficiaries and delivered to Mortgagee; then and in any such event, the whole of the indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. If while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth in Paragraphs 4 and 16 hereof, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

## FORECLOSURE; EXPENSE OF LITIGATION

11. When the Indebtedness or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the order or judgment for foreclosure and sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and in the

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maintenance of the lien of this Mortgage, including the reasonable fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor with interest thereon at the rate set forth in the Note when or as if the fixed rate of interest is effective applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times, the Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the reasonable judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditure shall be secured by this Mortgage, and shall bear interest after demand at the rate specified in the Note, applicable to a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

## APPLICATION OF PROCEEDS OF FORECLOSURE SALE

12. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other items which may under the terms hereof constitute secured Indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any overplus to any party entitled thereto as their rights may appear.

## APPOINTMENT OF RECEIVER OR MORTGAGEE IN POSSESSION

13. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises and the Mortgagee or any holder of the Note may be appointed as such receiver or as Mortgagee in possession. Such receiver or the Mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full

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statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or Mortgagee in possession, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income in its hands in payment in whole or in part of: (a) the Indebtedness secured hereby or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

## RIGHTS CUMULATIVE

14. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other documents evidencing or securing the Indebtedness and conferred by law and in equity is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of, or discontinuance by, the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

## MORTGAGEE'S RIGHT OF INSPECTION

15. Mortgagee shall have the right during normal business hours and on not less than forty-eight (48) hours prior notice to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

## CONDEMNATION

16. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation.

If Mortgagor does not repair, restore, or rebuild the

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Premises, such award shall be applied in reduction of the Indebtedness, whether due or not, or if Mortgagor repairs, restores, or rebuilds the Premises, then, at the option of the Mortgagee, such award shall either (a) be held by the Mortgagee and used to reimburse Mortgagor (or any lessee) for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises; or (b) Mortgagee, after deducting therefrom any expenses incurred by Mortgagee in the collection thereof, shall make the award available to the Mortgagee for the repair, rebuilding and restoration of the building(s) and other improvement(s) on the Premises, all of which repair, rebuilding and restoration shall be done in accordance with plans and specifications to be submitted to and approved by Mortgagee. Notwithstanding the foregoing, if the award is in excess of Seven Hundred Fifty Thousand Dollars (\$750,000), then such award may, at the option of the Mortgagee, be applied in reduction of the Indebtedness, whether due or not. In any case where proceeds are made available for repair, rebuilding or restoration, the proceeds of the award shall be paid out in the same manner and under the same conditions provided in Paragraph 4 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. Any surplus which may remain out of said award after payment of cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appear on the records of the Mortgagee. At the Mortgagor's cost, the Disbursing Party shall invest the insurance proceeds in a manner reasonably requested by Mortgagor and all such interest shall be paid to Mortgagor.

## RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS

17. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness secured hereby (including any late charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgagee for the execution of such proper instrument.

## GIVING OF NOTICE

18. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof, by certified mail addressed to the Mortgagor or to the Mortgagee, as the case may be, at the respective addresses set forth on the first page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Copies of notices of default to Mortgagor shall be sent to Portes, Sharp, Herbst and Kravets, Ltd., attention Steven Brunner, at 3330

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West Wacker Drive, Suite 500, Chicago, Illinois 60606. The failure of the Mortgagee to send a copy to Borrower's counsel shall not affect the validity of service upon Mortgagor.

19. Intentionally deleted.

## WAIVER OF STATUTORY RIGHTS

20. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay extension or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

## FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE

21. Intentionally deleted.

## FILING AND RECORDING CHARGES AND TAXES

22. Mortgagor will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.

## BUSINESS PURPOSE; USURY EXEMPTION

23. Mortgagor has been advised by its beneficiaries that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the

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1983 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview and operation of said paragraph.

## MISCELLANEOUS

24. Binding Nature. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

24.1 Release of Previous Holder. The word "Mortgagee" when used herein shall include the successors and assigns of the original Mortgagee named on page 1 hereof, and the holder or holders, from time to time, of the Note. However, whenever the Note is sold, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of Mortgagee hereunder thereafter to be performed, provided that any monies in which the Mortgagor has an interest, which monies are then held by the seller of the Note, are turned over to the purchaser of the Note.

24.2 Severability and Applicable Law. In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, the Note or other document and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures are to be construed in accordance with and governed by the laws of the State in which the Premises are situated.

24.3 Governmental Compliance. Mortgagor shall not by act or omission permit any lands or improvements not subject to the lien of this Mortgage to include the Premises or any part thereof in fulfillment of any governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises to be so used. Similarly, no lands or improvements comprising the Premises shall be included with any lands or improvements not subject to the lien of this



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Mortgage in fulfillment of any governmental requirement. Mortgagor shall not by act or omission impair the integrity of the Premises, or any part thereof, as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be void.

24.4 Estoppel Certificate. Mortgagor, within fifteen (15) days after mailing of a written request by the Mortgagee, agrees to furnish from time to time a signed statement setting forth the amount of the Indebtedness and whether or not any default, offset or defense then is alleged to exist against the Indebtedness and, if so, specifying the nature thereof.

24.5 Non-Joinder of Tenant. After an event of default, Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any such order of judgment to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the Indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

24.6 Regulation G Clause. Mortgagor covenants and has been advised by its beneficiaries that the proceeds evidenced by the Note secured hereby will not be used for the purchase or carrying of registered equity securities within the purview and operation of Regulation G issued by the Board of Governors of the Federal Reserve System or for the purpose of releasing or retiring any indebtedness which was originally incurred for any such purpose.

## SECURITY AGREEMENT AND FINANCING STATEMENT

25. Mortgagor and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the state in which the Premises are located with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 4 and 16 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises", which property may not be deemed to form a part of the real estate described in EXHIBIT "A" or may not constitute a "fixture" (within the meaning of Section 9-313 of the code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds

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thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and Deposits is hereby granted to the Mortgagee; and (iii) that the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the Indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

Notwithstanding the foregoing, the Collateral herein shall not include that property described as "Collateral" in a certain Security Agreement dated July 8, 1985 between Mortgagor and Mortgagee.

In the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days' notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of repacking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee at the cost of the Mortgagor: (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collat-

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eral in reasonable detail. The Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

The Mortgagor and Mortgagee agree, to the extent permitted by law, that: this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Code; and (iii) Mortgagor is a record owner of the land described in EXHIBIT "A".

If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify the Mortgagee prior to such sale and shall procure Mortgagee's consent to said sale and shall require as a condition of such sale that the purchaser specifically agrees to assume Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by the Mortgagee to maintain Mortgagee's first perfected security interest in the Collateral, Deposits and other deposits described in paragraph 2 above.

## LIEN FOR LOAN COMMISSIONS, SERVICE CHARGES AND THE LIKE

26. So long as the original Mortgagee named on page 1 hereof is the owner of the Note, and regardless of whether any proceeds of the loan evidenced by the Note have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, liquidated damages, reasonable expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby.

## DUE ON SALE OR FURTHER ENCUMBRANCE

27. In determining whether or not to make the Indebtedness secured hereby, Mortgagee examined the credit-worthiness of Mortgagor's beneficiary, found it acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Beneficiary in owning and operating property such as the Premises, found it acceptable and relies and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the loan. Beneficiary is a business person or entity well-experienced in borrowing money and owning and operating property such as the Premises, was represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Beneficiary recognizes that

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Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Beneficiary or Mortgagor. Beneficiary further recognizes that any secondary or junior financing placed upon the Premises, or the beneficial interest of Beneficiary in Mortgagor (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Beneficiary and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Beneficiary and Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest free of unpermitted subordinate financing liens, Beneficiary and Mortgagor agree that if this paragraph be deemed a restraint on alienation, that it is a reasonable one that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld or delayed, shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and, therefore, an event of default hereunder:

(a) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises; or the beneficial interest or power of direction under the trust agreement with the Mortgagor without Mortgagee's consent.

(b) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any shares of stock of any corporation (herein called a "Beneficiary Corporation") which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor, or of any corporation directly or indirectly controlling such Beneficiary Corporation.

(c) any sale, conveyance, assignment, or other transfer

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of, or the grant of a security interest in, any general partnership interest in any limited partnership or general partnership (herein called the "Partnership") which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor;

(d) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of any corporation directly or indirectly controlling any such Partnership.

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagee upon a subsequent event of default under this Paragraph.

#### WAIVER OF RIGHT OF REDEMPTION

28. Mortgagor hereby waives any and all right of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagors acquiring any interest in or title to the Premises subsequent to the date of this mortgage.

#### CURE PROVISIONS

29. Mortgagor shall have 10 days from the date of default to cure any monetary default, and 30 days from the date of default to cure any non-monetary default or longer if such non-monetary default is not susceptible of cure within thirty (30) days and Mortgagor, during such thirty (30) day period, promptly commences and diligently pursues the cure of such default.

#### EXECUTION

30. This Mortgage is executed by the Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally or on the beneficiaries of Mortgagor personally to pay the Note or any interest or late charges that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor its beneficiaries and Mortgagee personally are concerned, the legal holder or holders

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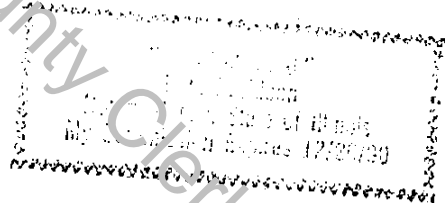
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and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said American National Bank and Trust Company of Chicago for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this APR 9 1987 day of \_\_\_\_\_, 1987.

*Carl Anderson*  
\_\_\_\_\_  
NOTARY PUBLIC



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COOK COUNTY CLERK'S OFFICE  
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## EXHIBIT "A"

PARCEL 1: LOT 1 (EXCEPT THAT PART OF SAID LOT 1, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 1, 136 FEET; THENCE, SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 1, 68 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 1, 8 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID LOT 1, 228.14 FEET; THENCE SOUTHWESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, 172.06 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 1, 410.32 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PART OF SAID LOT 1 WHICH IS INCLUDED BETWEEN THE NORTH WEST SIDE OF RIGHT OF WAY OF CHICAGO AND ALTON RAILWAY COMPANY, AS SHOWN UPON PLAT OF SEAVERN'S SUBDIVISION RECORDED AUGUST 23, 1895, AS DOCUMENT NUMBER 2267775 AND A LINE PARALLEL THEREWITH AND 40 FEET NORTHWESTERLY THEREFROM) IN GEORGE A. SEAVERN'S SUBDIVISION OF LOTS 1 TO 44 INCLUSIVE AND LOTS 61 TO 82 INCLUSIVE AND VACATED ALLEYS AND STREETS IN JOHNSON'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE EAST 1/2 OF BLOCK 3 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF 31ST PLACE, EXTENDED EAST (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO CHICAGO AND ALTON RAILWAY COMPANY BY DEED DATED AUGUST 12, 1902 AND RECORDED AUGUST 29, 1902 AS DOCUMENT NUMBER 3288462), IN COOK COUNTY, ILLINOIS

PARCEL 3: A STRIP OF LAND FORMERLY A PART OF WEST 32ND STREET (NOW VACATED), LYING BETWEEN THE SOUTH LINE OF THE EAST 1/2 OF BLOCK 3 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH LINE OF LOT 1 IN GEORGE A. SEAVERN'S SUBDIVISION OF LOTS 1 TO 44 INCLUSIVE AND 61 TO 82 INCLUSIVE AND VACATED ALLEY AND STREETS IN JOHNSON'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES' SUBDIVISION AND EAST OF THE WEST LINE OF SAID EAST 1/2 OF BLOCK 3 EXTENDED SOUTH AND WEST OF THE WESTERLY LINE OF CHICAGO ALTON AND ST. LOUIS RAILROAD RIGHT OF WAY (EXCEPT THAT PART OF SAID STRIP OF LAND WHICH IS INCLUDED BETWEEN THE NORTH WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ALTON RAILWAY COMPANY, AS SHOWN UPON THE PLAT OF SAID SEAVERN'S SUBDIVISION RECORDED AUGUST 23, 1895 AS DOCUMENT NUMBER 2267775 AND A LINE PARALLEL THEREWITH AND 40 FEET NORTHWESTERLY THEREFROM) ALL IN COOK COUNTY, ILLINOIS

PARCEL 4: LOTS 23 AND 24 AND LOT 44 TOGETHER WITH THE VACATED ALLEY LYING NORTH OF AND ADJOINING LOT 44 AND SOUTH OF AND ADJOINING LOT 23 IN SEAVERN'S SUBDIVISION OF THE WEST 1/2 OF

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BLOCK 3 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 5: THE NORTH 1/2 OF VACATED 32ND STREET LYING SOUTH OF AND ADJOINING LOT 44 IN SEAVERN'S SUBDIVISION AFORESAID, AND THE SOUTH 1/2 OF VACATED 32ND STREET LYING WEST OF THE WEST LINE OF THE EAST 1/2 OF BLOCK 3 AS EXTENDED SOUTHERLY IN CANAL TRUSTEES' SUBDIVISION, AFORESAID, AND LYING EAST OF A LINE EXTENDED NORTHERLY FROM A POINT ON THE NORTHERLY LINE OF LOT 1, 136 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1 IN GEORGE A. SEAVERN'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

PARCEL 6: THE NORTH HALF OF VACATED ALLEY PER DOCUMENT 86014562 LYING SOUTH OF AND ADJOINING LOT 24 IN SEAVERN'S SUBDIVISION OF THE WEST HALF OF BLOCK 3 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST HALF OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

3201 So. Wolcott

Permanent Index Nos:

17-31-210-020 Parcel 1 - ALO  
17-31-203-010 Lot 24  
17-31-203-011 Lot 23 } Parcel 4 - AKO  
17-31-203-022 Lot 44  
17-31-203-025 Parcel 2 - AAO, Parcel 3 - AAO All

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE MAILED TO:

HENRY A. WALLER, ESQ.  
33 NORTH DEARBORN STREET  
CHICAGO, IL 60602

BOX 333-HV

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