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MORTGAGE AND SECURITY AGREEMENT

THIS Mortgage and Security Agreement made this 1st day of June, 1987, between HYDE PARK BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated June 1, 1978, and known as Trust Agreement 449 (hereinafter referred to as "Mortgagor") and BRIERCROFT SAVINGS ASSOCIATION, having an office at 12710 Research Blvd., Austin, Texas 78759 (hereinafter referred to as "Mortgagee").

W I T N E S S E T H

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of TWO MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,900,000.00) as evidenced by a Mortgage Note dated even date herewith executed by Mortgagor and made payable to the order of and delivered to Mortgagee in the principal amount aforesaid (hereinafter referred to as the "Note") whereby Mortgagor promises to pay monthly installments of interest thereon, as set forth therein, at the office of Mortgagee, or at such other place as may be designated in writing by the legal holder; until July 1, 1992 (the "Maturity Date") at which time the principal sum secured hereby and accrued interest thereon shall be due and payable; provided, however, said Note allows Mortgagor to extend the Maturity Date until June 1, 1994 (the "Extended Maturity Date").

NOW, THEREFORE, in order to secure the payment of the said principal sum and interest thereon and the performance of the covenants and agreements herein contained, Mortgagor does by these presents grant, bargain, sell, convey, and mortgage unto Mortgagee, its successors and assigns, forever, the real estate and all of its estate, right, title and interest therein situated in the City of Chicago, County of Cook, and State of Illinois, as more particularly described in Exhibit "A" attached hereto and made a part hereof (sometimes herein referred to as the "Real Estate"), which real estate, together with the following described property, is collectively referred to as the "premises"

TOGETHER with all buildings, structures and other improvements now or hereafter located on the Land or any part and parcel thereof (hereinafter referred to collectively with the Land as the "Premises"); and

TOGETHER with a security interest in all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to or to be attached to the Premises, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon or under said Premises or any part thereof and used or usable in connection with any present or future operation of said Premises or the construction of improvements thereon and now owned or hereafter acquired by Mortgagor, (hereinafter referred to collectively as the

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"Equipment", with said Equipment and the Premises hereinafter referred to collectively as the "Property"), including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines, pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades; awnings; screens, storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings, together with all building materials and swimming pools and equipment related thereto and equipment now or hereafter delivered to the premises and intended to be installed therein; together with all additions thereto and shall be deemed and construed to exclude such personal property as may be owned by any tenant or tenants of Mortgagor or by any party other than Mortgagor; and

TOGETHER with all rights, title and interest of Mortgagor in and to the minerals, shrubs, timber and other emblements now or hereafter on, under or above the Premises; and

TOGETHER with all and singular the tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with any and all rents and security deposits which are now due or hereafter become due by reason of the renting, leasing or bailment of all or part of the Property; and

TOGETHER with any and all awards of payments, including interest thereon, and the right to receive the same, as a result (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award of payment by Mortgagor and of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagor in connection with the collection of such award or payment.

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TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, unto the Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the Mortgagor, and the heirs, executors, administrators, successors or assigns of the Mortgagor shall well and truly pay unto the Mortgagee, its successors or assigns, the sum of money mentioned in the note and the interest thereon, at the time and in the manner mentioned in the note, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the note, then these presents and the estate hereby granted shall cease, determine and be void.

AND the Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay the said sum of money mentioned in the note and the interest thereon, at the time and in the manner mentioned in the note.

2. (a) Mortgagor shall keep the improvements now existing or hereafter erected on the premises constantly insured under fire insurance policies reasonably acceptable to Mortgagee, and Mortgagor shall pay promptly, when due, any premiums on such insurance. Such insurance shall provide "all risk" coverage in an amount not less than the full replacement cost of such improvements (which shall in no event be deemed less than the original principal amount of the Note and any other prior mortgage indebtedness), and shall be carried with companies, and shall have attached thereto standard non-contributing mortgage clauses in favor of and entitling the Mortgagee alone to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsements. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of a change in ownership or of occupancy of the premises immediate notice thereof by mail shall be delivered to all insurers. In the event of any loss covered by such insurance in excess of one percent (1%) of the loan amount, Mortgagor shall immediately notify Mortgagee in writing of the same. In the event of such loss, Mortgagor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made by Mortgagor within a commercially reasonable period. In the event of foreclosure of this Mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor, in and to any insurance policies then in force, and any claims or proceeds thereunder shall pass to Mortgagee or any purchaser or grantee. In the event Mortgagee, in its reasonable discretion, determines that any insurance provided by Mortgagor, does not comply with the insurance requirements set forth herein, then

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Mortgagee may, at any time and at its own discretion, procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in such amount and carried in such company as it may determine, the cost of which shall be repaid to Mortgagee by Mortgagor upon demand. Mortgagor shall furnish to Mortgagee, upon its request, estimates or appraisals of insurable value, without cost to the Mortgagee, such as are regularly and ordinarily made by insurance companies to determine the then replacement cost of the building or buildings and improvements on the premises.

(b) Mortgagor shall carry and maintain in force at all times comprehensive public liability insurance as may be required from time to time by Mortgagee in forms and amounts satisfactory to Mortgagee, and Mortgagor will apply all insurance proceeds under such policies to the payment and discharge of the liabilities in respect of which such proceeds are collected. It is understood and agreed that the amounts of coverage shall not be less than ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) and that the policy shall name Mortgagee as an additional insured party thereunder.

(c) Mortgagor shall cause to be maintained in force at all times flood insurance in accordance with the provisions of the Flood Disaster Protection Act of 1973, as amended, if the improvements in which the premises are situated is designated as "flood prone" or a "flood risk area", as defined in said act, in an amount satisfactory to Mortgagee, and Mortgagor shall comply with such other requirements of said act as are appropriate.

(d) Mortgagor shall carry and maintain insurance against loss of rents in an amount equal to not less than \$500,000.00 each twelve (12) month period.

(e) All policies of insurance required hereunder to be maintained shall be issued by companies reasonably satisfactory to Mortgagee, and unless Mortgagee otherwise agrees, all such policies, together with evidence in the form of a paid premium receipt that the premium therefore covering a period of not less than one (1) year has been prepaid, shall be deposited with Mortgagee and shall provide for, among other things, written notice to Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than fifteen (15) days prior to the expiration of any such policy, Mortgagor shall deposit an appropriate renewal or replacement policy and evidence of the premium payment therefore, as aforesaid.

(f) Should Mortgagee, by reason of any such insurance, receive any sum or sums of money for any damage to or loss of the Mortgaged Property, or any part thereof, then such amount shall be

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applied, at Mortgagee's option: (i) to repair or restoration of the Mortgaged Property; (ii) for the satisfaction of any indebtedness on this Mortgage or the Prior Mortgages, if outstanding; or (iii) more than one of the foregoing, as Mortgagor shall direct, all without prejudice, however, to, and without affecting the lien of this Mortgage on the Mortgaged Property or on the proceeds of such insurance, for the full amount secured hereby, as same existed before such damage or before any such payment took place. Any insurance proceeds received by Mortgagee shall be credited against payments under the Note or hereunder, as Mortgagee may, in its discretion, determine.

3. That no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered reasonably or enlarged, nor shall any new building be constructed, without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete. The provisions of this paragraph shall not apply to repairs and replacements of the mortgaged property made in the ordinary course of business or following eminent domain or casualty losses.

4. That in the event of any default in the performance of any of the Mortgagor's covenants or agreements herein, Mortgagee may, at the option of the Mortgagee, perform the same, and the cost thereof, with interest at the rate applicable under the note from and after maturity, shall immediately be due from the Mortgagor to the Mortgagee and secured by this Mortgage.

5. That the Mortgagor shall pay to Mortgagee on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments and one-twelfth (1/12) of the yearly premium installments for hazard insurance and rent loss insurance, all as reasonably estimated initially and determined from time to time by Mortgagee on the basis of actual assessments and bills received. If the amount of the funds held by Mortgagee, together with the future monthly installments of funds payable prior to the due dates of taxes, assessments, insurance premiums shall exceed the amount required to pay said taxes, assessments, insurance premiums as they fall due, such excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on future monthly installments of escrow impounds. If the amount of the funds held by Mortgagee shall not be sufficient to pay taxes, assessments, insurance premiums as they fall due, Mortgagor shall pay to Mortgagee an amount necessary to make up the deficiency within ten (10) days from the date notice is given by Mortgagee to Mortgagor requesting payment thereof.

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

7. That every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post-office station or letter box, enclosed in a postpaid envelope addressed to such person or persons, or their heirs or successors, at his, their or its address last known to the Mortgagee.

8. That the Mortgagor warrants the title to the Premises as against all persons claiming by, through or under Mortgagor.

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

10. That in the event of the passage after the date of this Mortgage of any law of the State of Illinois, deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or the note, the holder of this Mortgage and of the debt which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than thirty (30) days' written notice to be given to the Mortgagor by the Mortgagee, provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if the Mortgagor, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Premises, and such agreement shall constitute a modification of this Mortgage.

11. That if the Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to

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the title to the Premises, all such sums shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the rate applicable under the note from and after maturity and shall be a lien on the Premises, prior to any right or title to, interest in, or claim upon, the Premises subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the note; and that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

12. That the Mortgagor will maintain the Premises in good condition and repair, will not commit or suffer any waste of the Premises, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises; that the Mortgagor 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 whatsoever or which may be affected by any proceeding of the character referred to in Article 15; that the Mortgagor will complete and pay for, within a reasonable time, any structure at any time in the process of construction on the premises; and that the Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Premises or any part thereof.

13. That this Mortgage shall secure the payment of the note or obligation bearing even date herewith, including any and all advancements made by the Mortgagee thereunder, together with any renewals or extensions of said note or other indebtedness.

14. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Premises by any public or quasi public authority or corporation, the Mortgagor shall continue to pay interest on the entire principal sum secured until any such award or payment shall have been actually received by the Mortgagee and any reduction in the principal sum resulting from the application by the Mortgagee or such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt; and that if prior to the receipt by the Mortgagee of such award or payment the Premises shall have been sold on foreclosure of this Mortgage, the Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and

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disbursements incurred by the Mortgagee in connection with the collection of such award or payment.

15. That the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the Premises at all reasonable times; and that if at any time after default by the Mortgagor in the performance of any of the terms, covenants or provisions of this Mortgage or the note, the management or maintenance of the Premises shall be determined by the Mortgagee to be unsatisfactory, the Mortgagor shall employ, for the duration of such default, as managing agent of the premises, any person from time to time designated by the Mortgagee.

16. That subject to the provisions of paragraph 32, the Mortgagor will not assign the whole or any part of the rents, income or profits arising from the Premises without the written consent of the Mortgagee and any assignment thereof shall be null and void. That in the event of any default by the Mortgagor in the performance of any of the terms, covenants and provisions of this Mortgage or the note, it shall be lawful for the Mortgagee to enter upon and take possession of the Premises with or without the appointment of a receiver, or an application therefore, and to let the same, either in its own name, or in the name of the Mortgagor, and to receive the rents, issues and profits of the Premises and to apply the same, after the payment of all necessary charges and expenses, on account of the amount hereby secured; that said rents and profits are, in the event of any such default, hereby assigned to the Mortgagee; and that upon notice and demand, the Mortgagor will transfer and assign to the Mortgagee, in form satisfactory to the Mortgagee, the lessor's interest in any lease now or hereafter affecting the whole or any part of the Premises.

17. That the Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagor and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor including an action of foreclosure for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

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

19. That any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagor; that neither the Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sum now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Premises and the Mortgagee extending the time of payment or modifying the terms of the note or Mortgage without first having obtained the consent of the Mortgagor or such other person, and in the latter event, the Mortgagor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee; that, regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for the indebtedness and may extend the time of payment or otherwise modify the terms of the note and/or Mortgage without, as to the security or the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified, over any subordinate lien; that the holder of any subordinate lien shall have no right to terminate any lease affecting the Premises whether or not such lease be subordinate to this Mortgage; and that upon an event of default the Mortgagee may resort for the payment of the indebtedness secured hereby to any other security therefore (including, but not limited to, the Specific Assignment, Estoppel, Subordination, Non-Disturbance and Attornment Agreement) held by the Mortgagee in such order and manner as the Mortgagee may elect.

20. That if at any time the United State of America shall require internal revenue stamps to be affixed to the note, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

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

22. That the rights of the Mortgagee arising under the clauses and covenants and contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

23. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage", the word "note" shall mean "note or bond secured by this Mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association", the word "Premises" shall include the real estate hereinbefore described, together with all equipment, condemnation awards and any other rights or property interest at any time made subject to the lien of this Mortgage by the terms hereof and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

24. That this Mortgage cannot be changed except by an agreement in writing signed by the parties hereto.

25. That the Mortgagee shall have full authority to execute and file financing statements signed only by a representative of the Mortgagee covering the security interest of the Mortgagee in any personal property or fixtures covered hereby. Upon any default hereunder, the Mortgagee, at its option and without notice or demand except as otherwise required hereunder, shall be entitled to enter upon the mortgaged premises, to take immediate possession of said personal property. Upon request, the Mortgagor shall assemble and make the personal property available to the Mortgagee at a place to be designated by the Mortgagee which is reasonably convenient to both parties. Upon repossession, the Mortgagee may retain the personal property in partial satisfaction of the indebtedness secured hereby or sell all or any portion of the personal property at public or private sale in accordance with the Uniform Commercial Code in force in Illinois, or any other applicable statute. If the Mortgagee disposes of any or all of the personal property after default, the proceeds thereof shall be applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling, and the like; (b) reasonable attorneys' fees and expenses incurred by the Mortgagee;

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and (c) to the satisfaction of the mortgaged debt. The Mortgagor hereby indemnifies the Mortgagee against any and all claims arising out of repossession of said personal property.

26. That the Mortgagor shall keep proper books of record and accounting in which full, true and correct entries will be made of the operation of the mortgaged property in accordance with sound accounting practice, that the Mortgagee shall have the right to examine the books of account of the Mortgagor pertaining to the mortgaged property and to discuss the affairs, finances and accounts of the Mortgagor pertaining to the mortgaged property, and to be informed as to the same by the Mortgagor, all at such reasonable times and intervals as the Mortgagee may desire, and that the Mortgagor will furnish to the Mortgagee within sixty (60) days after the end of each calendar quarter, a copy of the income and expense statement, and current financial statements of DECO ARTS ASSOCIATES II reflecting in full and in reasonable detail the operation of the mortgaged property during said calendar year, prepared and certified by the Chief Financial Officer. In addition, Mortgagor will furnish to the Mortgagee within ninety (90) days after the end of the fiscal year, a copy of the income and expense statement, and current financial statements of Wil-Fred's, Inc. reflecting in full and in reasonable detail the operation of the company and containing a separate profit and loss statement pertaining to the mortgaged property during said fiscal year, prepared and certified by an independent certified public accountant. Mortgagor shall also furnish such additional information, reports or statements relating to the operation and management of the premises as Mortgagee may from time to time reasonably request, including, but not limited to, a current rent roll for the premises.

27. Notwithstanding anything to the contrary contained herein or in the Note evidencing the indebtedness secured hereby, in any action or proceeding brought on said Note, or under this Mortgage or on any other instrument securing said Note or the indebtedness evidenced thereby, no deficiency or other personal money judgment shall be sought or obtained against the Mortgagor. The exculpatory provisions contained in the Note are incorporated herein by reference. The no deficiency and exculpatory provisions shall not in any way diminish or effect the obligation of the guarantor.

28. The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the property or any part thereof, provided however, that the provisions of this paragraph shall not apply to the laundry equipment nor to photocopiers, cash registers and similar equipment utilized in the office and restaurant-lounge operations.

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29. Mortgagor shall to the extent reasonably practicable in the ordinary course of business and to the extent consistent with sound fiscal operations comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof; but in no event shall Mortgagor take any action (or fail to act) that would materially and adversely affect the value of the leases or the Mortgaged Premises. Mortgagor, if required by Mortgagee, shall furnish promptly to Mortgagee executed copies of all such leases now existing or hereafter created.

30. All notices or demands required or desired to be given under this Mortgage shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor: Hyde Park Bank & Trust Company
as Trustee under Trust 449
1525 E. 55th Street
Chicago, IL 60615

With a copy to: Wil-Freds, Inc.
3033 Ogden Avenue
Lisle, IL 60532

Thomas Walker
O'Halloran, Lively & Walker
1200 Shermer Road, Suite 204
Northbrook, IL 60062

If to Mortgagee: Briercroft Savings Assn.
12710 Research Blvd.
Austin, TX 78759

With a copy to: Gerard B. Gallagher
Gallagher, Joslyn & McGurn
2001 Spring Road, Suite 210
Oak Brook, IL 60521

or to such other addresses as any party may from time to time designate by written notice given to the other parties. Any notice given in accordance with the foregoing shall be deemed to have been given on the date upon which it shall have been received after having been so transmitted via the United States mail.

31. If all or any material part (which determination shall be made by Mortgagee in its reasonable discretion) of the Mortgage Property 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 Mortgaged Property, the amount of any award or other payment for such taking or damages made in consideration

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thereof, to the extent of the full amount of the remaining unpaid indebtedness secured hereby, is hereby assigned to Mortgagee. Any award or payment received by Mortgagee may be applied, at Mortgagee's option: (i) to repair or restoration of the property remaining after such damage, taking or acquisition; (ii) for the partial or full satisfaction of any indebtedness on this Mortgage or the Prior Mortgages, if outstanding; or (iii) more than one of the foregoing as Mortgagee shall direct. Mortgagee shall make available condemnation proceeds to the extent reasonably necessary to repair or restore any remaining portion of the property following such condemnation.

32. Mortgagor shall have the right to further encumber the Premises with subordinate financing, with Mortgagee's written consent, to the extent that net operating income of the property provides no less than 115% total debt service coverage that the debt service for the subordinate note for the additional financing together with this Mortgage debt service, does not exceed the net using normal expenses of the property (based upon the prior twelve month period) and the actual rental income from the property from leases signed and tenants in occupancy paying rent.

33. Mortgagor shall have the right, at any time during the term hereof, to prepay the entire principal and accrued interest then due, together with a prepayment fee of one percent (1%) of the then outstanding balance; provided, however, during the last six (6) months of the initial loan term or at any time during the Loan Extension Period, prepayment shall be allowed at par, upon thirty (30) days written notice. Partial prepayments shall not be allowed.

34. Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, convey or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise. Mortgagor shall give Mortgagee prior written notice of any proposed ownership transfer, and shall furnish to Mortgagee such information concerning the proposed transaction and the financial and management capabilities of the proposed purchaser as Mortgagee may request. Any consent by Mortgagee to one ownership transfer shall not be deemed a consent to any other. Any sale, transfer of ownership, assignment or exchange of corporate stock, general partner's interest or the stock or general partnership interest in any entity that is a general partner shall constitute a default hereunder. Notwithstanding the foregoing, any sales, exchanges or transfers which do not result in the controlling shareholders becoming non-controlling shareholders shall not constitute a default hereunder. The currently existing collateral assignment of Wil-Fred's, Incorporated's general partnership interest to Continental Illinois National Bank and Trust Company of Chicago is permitted and shall not constitute a default hereunder.

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35. (a) It shall constitute an "Event of Default" under this Mortgage (i) if any default occurs in the due and punctual payment of the entire principal sum secured hereby, or of any installment of interest, or in the due and punctual payment of any other monetary obligation hereof, including, but not limited to, the obligation to make payments hereof and the same shall not have been cured within ten (10) days after notice from Mortgagee to Mortgagor of such default given in the manner herein specified, or (ii) if any default occurs in the due and punctual performance of or compliance with any other term, covenant or condition in this Mortgage or in the Note, or in any other instrument now or hereafter evidencing or securing said indebtedness, including, without limitation, any assignment of rents or assignment of leases given to secure such indebtedness, and the same shall not have been cured within thirty (30) days after notice from Mortgagee to Mortgagor of such default given in the manner herein specified, or within such additional time as may reasonably be required with respect to, if any, such non-monetary default which cannot reasonably be cured within said thirty (30) days for reasons beyond Mortgagor's reasonable control, or (iii) if Mortgagor (a) is voluntarily adjudicated a bankrupt or insolvent, or (b) seeks or consents to the appointment of a receiver or trustee or custodian for itself or for all or any part of its property or (c) files a petition seeking relief under or files an answer admitting the material allegations of a petition filed against it under any bankruptcy or similar laws of the United States or any state, or (d) makes a general assignment for the benefit of creditors, (e) takes any action for the purpose of effecting any of the foregoing, or (f) is generally not paying Mortgagor's debts as such debts become due, or (iv) if any order, judgment or decree is entered upon an application of a creditor of Mortgagor without the consent of Mortgagor, by a court of competent jurisdiction (a) appointing a receiver or trustee or custodian of all or a substantial part of the assets of Mortgagor or (b) approving any petition filed against Mortgagor seeking relief under any bankruptcy or other similar laws of the United States or any state and remains in force, undischarged or unstayed for a period of sixty (60) days.

(b) In addition to any other remedy herein specified, if any Event of Default under this Mortgage shall occur, Mortgagee may, at its option, and is hereby authorized and granted the power to (i) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is hereby expressly waived by Mortgagor) whereupon the same shall become immediately due and payable, (ii) institute proceedings for the complete foreclosure of this Mortgage, (iii) institute proceedings to collect any delinquent installment or installments of the indebtedness secured hereby without accelerating the due date of the entire indebtedness by proceeding with foreclosure of this Mortgage with respect to any delinquent

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installment or installments of such indebtedness only and any sale of the premises under such a foreclosure proceeding shall be subject to and shall not affect the unmatured part of the indebtedness and this Mortgage shall be and continue as a lien on the premises securing the unmatured indebtedness, (iv) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect, (v) sell, or cause to be sold, the Premises at public auction or vendue, and convey the premises to the purchaser thereof, pursuant to the statute in such case made and provided, and apply the proceeds in the manner hereinafter specified, or (vi) enforce this mortgage in any other manner permitted under the laws of the state in which the premises are situated.

(c) In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage or the Note or in the enforcement by Mortgagee of any other remedy herein specified, Mortgagee shall be entitled to recover from Mortgagor, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to the provisions hereof the true condition of the title to or value of the premises, provided Mortgagee's position is sustained in such suit.

(d) In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of Mortgagor or the then manager of the premises relating thereto, and may exclude Mortgagor, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the

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discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor, (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, (iii) elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, subject to any rights under a subsequent Specific Assignment, Estoppel, Subordination, Non-Disturbance and Attornment Agreement, (iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to Mortgagee may seem judicious, (vi) insure and reinsure the premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and (vii) receive all avails, rents, issues and profits.

(e) Any avails, rents, issues and profits of the premises received by Mortgagee after having possession of the premises, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, shall be applied in payment of or on account of the following, in such order as Mortgagee (or in case of a receivership, as the court) may determine: (i) to the payment of the operating expenses of the premises, including reasonable compensation to Mortgagee or the receiver and its agent or agents, if management of the premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and

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improvements of said premises, including the costs from time to time of installing or replacing personal property or fixtures necessary to the operation of the premises, and of placing said property in such condition as will, in the judgment of Mortgagee or receiver, make the premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Mortgagor, its successors, or assigns, as their rights may appear.

(f) In the event of default and upon or at any time after the filing of any complaint to foreclose this Mortgage, Mortgagor consents upon application by Mortgagee to the appointment of a receiver of the premises. Such appointment may be made either before or after sale without notice and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver shall have the power to take possession, control, and care of the premises and to collect the rents, issues, and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption (provided that the period of redemption has not been waived by Mortgagor), as well as during any further times when Mortgagor, its heirs, administrators, executors, successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and all other powers which may be necessary or are useful in such cases for the protection, possession, control, managements, and operation of the premises, during the whole of said period. To the extent permitted by law, said receiver may be authorized by the court to extend or modify any then existing leases and to make new leases, which extensions, modifications, and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder it being understood and agreed that any such leases and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser.

(g) Any real estate or any interest or estate therein sold pursuant to the power of sale herein granted or any court order or decree obtained pursuant to this mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such

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manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the state in which the premises are situated. At any such sale, Mortgagee may bid for and acquire, as Purchaser, the premises or any part thereof, and in lieu of paying cash therefore, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

(h) The proceeds for any foreclosure sale of the premises shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in paragraph 35(c) hereof, (ii) all other items which, under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon, at the Default Interest Rate, (iii) all principal and interest remaining unpaid on the Note, and (iv) any excess to Mortgagor, its successors, or assigns, as their rights may appear.

(i) With respect to any deposits made with or held by Mortgagee or any depository pursuant to any of the provisions of this Mortgage, in the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, Mortgagee may, at its option, without being required to do so, apply any monies or securities which constitute such deposits on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are hereby pledged as additional security for the prompt payment of the Note and any other indebtedness hereunder and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor.

(j) Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, 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 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.

(k) No action for the enforcement of the lien of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action of law upon the Note.

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

(m) No delay in the exercise of or failure to exercise any remedy or right accruing or any default under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature.

(n) Acceleration of maturity, once made by Mortgagee, may at the option of Mortgagee be rescinded, and any proceedings brought or actions taken to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon, in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and power of mortgagee shall continue as if such acceleration had not been made or such proceedings or actions had not been commenced, as the case may be.

(o) The rights and remedies of Mortgagee as provided in the Note, and in this Mortgage shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, any guarantor or the premises, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall arise, all to the maximum extent permitted by the laws of the state in which the premises are situated. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Note, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Note.

36. The term "Default Interest Rate" is deemed to mean interest at the rate of eighteen percent (18%) per annum or the interest rate from time to time prevailing under the Note, whichever is greater.

37. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provisions or provisions herein contained unenforceable or invalid.

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This mortgage is executed by HYDE PARK BANK AND TRUST COMPANY, not individually, but as Trustee under its Trust No. 449, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HYDE PARK BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on HYDE PARK BANK AND TRUST COMPANY individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as HYDE PARK BANK AND TRUST COMPANY individually, its successors and assigns are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall look solely to the promises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided; provided, however, this waiver shall in no way effect the personal liability of any co-makers, co-signers or endorsers.

I, Clifford J. [unclear], a Notary Public in and for said County, in the state aforesaid, do hereby certify that MAURICE M. CLATT & EDWARD MACI, Vice-President-Trust Officer of Hyde Park Bank & Trust Company, and ~~Assistant Trust Officer~~, SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Hyde Park Bank & Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said SECRETARY ~~Assistant Trust Officer~~, as custodian of the corporate seal of said Hyde Park Bank & Trust Company, did affix the seal of said Hyde Park Bank & Trust Company, to said instrument as said SECRETARY'S ~~Assistant Trust Officer's~~ own free and voluntary act and as the free and voluntary act of said Hyde Park Bank & Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3-1 day of July, 1987.

[Signature]
Notary Public

My Commission Expires:
Feb 29, 1988

THIS INSTRUMENT PREPARED BY Michael McGurn, Gallagher, Joslyn & McGurn, 2001 York Road, Suite 210, Oak Brook, Illinois 60521.

BOX 333-HV

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EXHIBIT "A"

LOTS 21 TO 23, BOTH INCLUSIVE, (EXCEPT THOSE PORTIONS OF SAID LOTS USED FOR LAKE PARK AVENUE) IN THE RESUBDIVISION OF BLOCK 56 IN HYDE PARK IN SECTION 11 AND SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Community known as 5500-5510 South Lake Park
and 1525 E. 55th St
Chicago IL

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