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- 05-23-205-023 (DuPage)
- 05-23-202-018 (DuPage)
- 05-14-425-041 (DuPage)
- 05-23-205-022 (DuPage)
- 05-23-202-033 (DuPage)
- 17-09-427-003 (Cook)

This instrument was prepared by and after recording, return for
 Stephen N. Cea, Attorney-at-Law
 Chemical Bank, Legal Department
 380 Madison Avenue
 New York, New York 10017

Permanent Real Estate
 Index Tax Number:
 17-09-427-004 (Cook)

Please return to: *N. Lewis*
 Floor Title Insurance Company
 69 West Washington Street
 Chicago, IL 60602 Re: *13732-14*

The premises described within this instrument are located in Cook County and DuPage County, Illinois.

Attention: Stephen N. Cea
 Vice President and Assistant General Counsel
 Legal Department - 9th fl.

Chemical Bank
 380 Madison Avenue
 New York, New York 10017

Location: 150 North Wacker Drive,
 Chicago, Illinois
 and
 Glen Hill Office Park
 Glen Ellyn, Illinois

Dated: May 29 1987

MORTGAGE
 (PER)

WACKER/RANDOLPH INVESTMENT COMPANY
 and
 WAIKIKI BEACHCOMBER INVESTMENT CO.
 as tenants-in-common

AND

ROOSEVELT GLEN CORPORATE CENTER INVESTMENT COMPANY
 and
 WAIKIKI BEACHCOMBER INVESTMENT CO.
 as tenants-in-common

TO

CHEMICAL BANK

Property of Cook County Clerk's Office

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TOGETHER WITH all right, title and interest of Mortgagor now owned, or hereafter acquired, in and to the following property, rights and interests (the Premises and the improvements together with such property, rights and interests being hereinafter collectively called the Mortgaged Property)

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and of the Note secured hereby, together with any extensions, renewals or refinancings thereof, and the performance of the covenants and agreements herein contained by Mortgagor to be performed, and also in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY unto Mortgagee, its successors and assigns, the real estate and all of its estate, right, title and interest therein situate, located in Cook County, Illinois and legally described on attached Exhibit A which together with the property hereinafter described, is collectively referred to herein as the "Premises" and the buildings and improvements now or hereafter located thereon (hereinafter referred to as the Improvements);

WHEREAS to secure the indebtedness due and payable under a mortgage note of even date herewith in the principal amount of FOUR MILLION SEVEN HUNDRED AND FIFTY THOUSAND AND 00/100 (\$4,750,000.00) DOLLARS, made payable to Mortgagee as payee (the Note). The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on June 1, 1992. All payments on account of the indebtedness evidenced by the Note shall be first applied to interest on the unpaid principal balance and the remainder to principal and 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, 633 Third Avenue, New York, New York 10017, Attention: Real Estate Loan Accounting.

WITNESSETH:

THIS MORTGAGE made the day of May, 1987, between WACKER/RANDOLPH INVESTMENT COMPANY, an Illinois limited partnership, having a principal office and place of business c/o The Shidler Group, 200 West Madison Street, Suite 3040, Chicago, Illinois 60606, and WAIKIKI BEACHCOMBER INVESTMENT CO., a Hawaii general partnership, having a principal office and place of business c/o The Shidler Group, 733 Bishop Street, Suite 2700, Honolulu, Hawaii 96813, as tenant-in-common, and ROOSEVELT GLEN CORPORATE CENTER INVESTMENT COMPANY, an Illinois limited partnership, having a principal office and place of business located c/o The Shidler Group, 200 West Madison Street, Suite 3040, Chicago, Illinois 60606, and WAIKIKI BEACHCOMBER INVESTMENT CO., a Hawaii general partnership, having a principal office and place of business c/o The Shidler Group, 733 Bishop Street, Suite 2700, Honolulu, Hawaii 96813, as tenant-in-common (hereinafter collectively referred to as Mortgagor), to CHEMICAL BANK, a New York banking corporation having an office at The Real Estate Division, 633 Third Avenue, New York, New York 10017 (hereinafter referred to as Mortgagee).

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MORTGAGE

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PROVIDED, ALWAYS, and these presents are upon this express condition, if Mortgagor shall well and truly pay to Mortgagee the Debt at the time and in the manner provided in the Note and this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein and

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the proper use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever.

(f) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property.

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(d) all leases and other agreements affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (hereinafter referred to as the Leases) and the right to receive and apply the rents, issues and profits of the Mortgaged Property (hereinafter referred to as the Rents) to the payment of the Debt;

(c) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(b) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property (hereinafter collectively referred to as the Equipment), and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Mortgaged Property is located), superior in lien to the lien of this Mortgage;

(a) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

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Insurance. Mortgagor (i) will keep the improvements and the equipment insured against loss or damage by fire, standard extended coverage perils and other such hazards, as Mortgagor shall from time to time require in amounts approved by Mortgagor, which amounts shall in no event be less than the outstanding principal balance of the Mortgage and the subordinate mortgages held by Mortgagor or exceed in the aggregate 100% of the full insurable value of the improvements and the Equipment and shall be sufficient to meet all applicable co-insurance requirements, and (ii) will maintain rental insurance in an amount equal to one (1) year's gross rents and such other forms of insurance coverage with respect to the Mortgaged Property as Mortgagor shall from time to time reasonably require in amounts approved by Mortgagor. All policies of insurance (hereinafter referred to as the Policies) shall be issued by an insurer lawfully doing business in New York and in Illinois and acceptable to Mortgagor and shall contain the standard mortgage non-contribution clause endorsement or an equivalent endorsement satisfactory to Mortgagor naming Mortgagor as the person to which all payments made by such insurance company shall be paid. The Policies may at the option of Mortgagor be blanket Policies. Mortgagor shall pay the premiums for the Policies as the same become due and payable. At the request of Mortgagor, Mortgagor will deliver true copies of the Policies or certificates therefor to Mortgagor. Not later than thirty days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagor a renewal policy or policies or certificates marked "premium paid" or accompanied by other evidence of payment of premium satisfactory to Mortgagor. If at any time Mortgagor is not in receipt of written evidence that all insurance required hereunder is in force and effect, Mortgagor shall have the right without notice to Mortgagor to take such action as Mortgagor deems necessary to protect its interest in the Mortgaged Property, including, without limitation, the obtaining of such insurance coverage as Mortgagor in its sole discretion deems appropriate, and all expenses incurred by Mortgagor in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Mortgagor to Mortgagor upon demand. If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other casualty Mortgagor will give prompt notice thereof to Mortgagor. Sums paid to Mortgagor by any insurer may be retained and applied by Mortgagor toward payment of the Debt whether or not then due and payable in such priority and proportions as Mortgagor in its discretion shall deem proper or, at the discretion of Mortgagor, the same may be paid, in whole or in part, to Mortgagor for such purposes as Mortgagor shall designate. If Mortgagor shall receive and retain any insurance proceeds, the lien of the Mortgage shall be reduced only by the amount thereof

2. Warranty of Title. Mortgagor warrants the title to the Premises, the improvements and the Equipment, subject to the exceptions to title which are set forth in policy of title insurance issued by Titor Title Insurance Corporation, certified and redated as of the date of this Mortgage.

1. Payment of Debt. The Debt will be paid at the time and in the manner provided for its payment in the Note and in this Mortgage.

AND Mortgagor covenants with and represents and warrants to Mortgagor as follows:

In the Note, then these presents and the estate hereby granted shall cease, determine and be void.

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6. Condemnation. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, Mortgagor shall continue

within which to cure such default.

Notwithstanding the foregoing, Mortgagee will not require the Escrow Fund unless there exists a pattern of delinquencies or until the occurrence of a default hereunder beyond the expiration of the applicable grace period herein specified.

Notwithstanding the foregoing, Mortgagee shall constitute additional security for the Debt and shall not bear interest. The Escrow Fund may be commingled with the general funds of Mortgagee and up the deficiency. Until expended or applied as above provided, any amounts in upon request, an amount which Mortgagee shall estimate as sufficient to make pay the Taxes, as the same become payable, Mortgagor shall pay to Mortgagee, the owner of the Mortgaged Property. If the Escrow Fund is not sufficient to Mortgagee may deal with the person shown on the records of Mortgagee to be future payments to be made to the Escrow Fund. In allocation such excess, Mortgagee shall, in its discretion, (a) return any excess to Mortgagor, or (b) credit such excess against the amount of the Escrow Fund shall exceed the amount of the Taxes payable by required to be paid by Mortgagor pursuant to the provisions of this Mortgage. It twelve (12) months. Mortgagee will apply the Escrow Fund to the payment of Taxes payable, or estimated by Mortgagee to be payable, during the ensuing (hereinafter referred to as the Escrow Fund) which would be sufficient to pay the Mortgage, on the first day of each calendar month one-twelfth of an amount 5. Escrow Fund. Mortgagor will, at the option of Mortgagee, pay to

added thereto or imposed by law for the nonpayment thereof.

4. Payment of Taxes, etc. Mortgagor shall pay all taxes, assessments, water rates, sewer rents and other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed against the Mortgaged Property (hereinafter referred to as the Taxes) prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. Mortgagor shall deliver to Mortgagee, upon request, receipted bills, cancelled checks and other evidence satisfactory to Mortgagee evidencing the payment of the Taxes prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof.

provisions of this paragraph 3 shall continue to apply with full force and effect.

shall be sufficient to complete the work; in all other instances the other Mortgagee and remaining to be disbursed for purposes of repair and restoration shall fund any and all deficiencies so that at all times the funds held by determine and Mortgagor warrants and represents to Mortgagee that Mortgagor to such conditions as Mortgagee shall in its sole and absolute discretion for repair and restoration of the Mortgaged Property on such terms and subject to Mortgagee the proceeds of insurance from time to time as the work progresses to repair and restore the remainder of the parcel, then Mortgagee shall deliver months prior to the Maturity Date (as defined in the Note) and Mortgagor elects fire or by other casualty and the proceeds of insurance are received at least six improvements comprising the Mortgaged Property is damaged or destroyed by the event that not more than 15% of the buildings and the expiration of any applicable grace period specified herein within which to cure such default, in the event that not more than 15% of the buildings and

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7. Leases and Rents. Subject to the terms of this paragraph, Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents, and grants Mortgagee the right to collect the Rents. Mortgagee shall hold the Rents, or an amount sufficient to discharge all current sums due on the Debt, in trust for use in payment of the Debt. The right of Mortgagee to collect the Rents may be revoked by Mortgagee upon any default by Mortgagee under the terms of the Note or this Mortgage by giving notice of such revocation to Mortgagee. Following such notice Mortgagee may retain and apply the Rents toward payment of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property. Mortgagee shall not, without the consent of Mortgagee, said consent being deemed to be given if Mortgagee shall not receive notice from Mortgagee of Mortgagee's decision to withhold such consent within ten (10) business days after the receipt by Mortgagee of Mortgagee's intentions to take the actions set forth in this sentence, make, or suffer to be made, any Leases or cancel or modify any Leases or accept prepayments of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or

Note and in this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by Mortgagee to the discharge of the Debt. Mortgagee may apply any such award or payment to the discharge of the Debt whether or not then due and payable in such priority and proportions as Mortgagee in its discretion shall deem proper. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award or payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive said award or payment, or a portion thereof sufficient to pay the Debt, whichever is less. Mortgagee shall file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagee or otherwise to collect and receipt for any such award or payment and to file and prosecute such claim or claims, and although it is hereby expressly agreed that the same shall not be necessary in any event, Mortgagee shall, upon demand of Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever. Anything contained in this paragraph 6 to the contrary notwithstanding and provided that no default shall then exist hereunder beyond the expiration of any applicable grace period specified herein within which to cure such default, in the event that not more than 15% of the Mortgaged Property shall be taken by eminent domain and the proceeds or award are received by Mortgagee at least six months prior to the Maturity Date and Mortgagee elects to repair and restore the remainder of the parcel, then Mortgagee shall deliver to Mortgagee the award or payment from time to time as the work progresses for repair and restoration of the remainder of the Mortgaged Property on such terms and subject to such conditions as Mortgagee shall in its sole and absolute discretion determine and Mortgagee warrants and represents to Mortgagee that Mortgagee shall fund any and all deficiencies so that at all times the funds held by Mortgagee and remaining to be disbursed for purposes of repair and restoration shall be sufficient to complete the work in all other instances and the other provisions of this paragraph 6 shall continue to apply with full force and effect.

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9. Estoppel Certificates. Mortgagor within ten (10) days after request by Mortgagee and at its expense, will furnish Mortgagee with a statement, duly acknowledged and certified, setting forth the amount of the Debt and the offers or defenses thereto, if any.

8. Maintenance of the Mortgaged Property. Mortgagor shall cause the Mortgaged Property to be maintained in good condition and repair and will not commit or suffer to be committed any waste of the Mortgaged Property. The improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment), without the consent of Mortgagee. Mortgagor shall promptly comply with all laws, orders and ordinances affecting the Mortgaged Property, or the use thereof, and shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty (including any casualty for which insurance was not obtained or obtainable) or which may be affected by any taking by any public or quasi-public authority through eminent domain or otherwise, and shall complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Premises. If such casualty shall be covered by the Policies, Mortgagor's obligation to repair, replace or rebuild such portion of the Mortgaged Property shall be contingent upon Mortgagee paying Mortgagee the proceeds of the Policies, or such portion thereof as shall be sufficient to complete such repair, replacement, or rebuilding, whichever is less. Mortgagor will not, without obtaining the prior consent of Mortgagee, initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof.

any part of the Rents. Mortgagor shall (a) fulfill or perform each and every provision of the Lease on the part of Mortgagor to be fulfilled or performed, (b) promptly send copies of all notices of default which Mortgagor shall send or receive under the Lease to Mortgagee, and (c) enforce, short of termination of the Lease, the performance or observance of the provisions thereof by the tenants thereunder. In addition to the rights which Mortgagee may have herein, in the event of any default under this Mortgage, Mortgagee, at its option, may require Mortgagee to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Mortgagee. Upon default in any such payment, Mortgagee will vacate and surrender possession of the Mortgaged Property to Mortgagee or to such receiver and, in default thereof, Mortgagee may be evicted by summary proceedings or otherwise. Nothing contained in this paragraph shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Lease. Anything contained in this paragraph 7 to the contrary notwithstanding and provided that Mortgagee is not in default beyond the expiration of any applicable grace period specified hereon within which to cure such default Mortgagee shall have the right to terminate or modify any existing Lease provided that the replacement Lease shall be at rental rates which exceed the rental payable under the existing Lease and with a tenant at least as credit worthy as the tenant under the existing Lease and upon such other terms and conditions as are comparable for buildings of like character in the area in which the Mortgaged Property is situate and is by its express terms expressly subject and subordinate to this Mortgage - Mortgagor will furnish to Mortgagee on request a report of leasing activities.

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Chemical Bank
633 Third Avenue
New York, New York 10017
Attention: Real Estate Division,
District 1

to Mortgagee:

Nagelberg & Renick, P.C.
200 South Wacker Drive
Twenty-Ninth Floor
Chicago, Illinois 60606
Attention: Suzanne Bessette-Smith, Esq.

with a copy to:

Wacker/Randolph Investment Company
200 West Madison Street
Suite 3040
Chicago, Illinois 60606
Attention: Michael T. Tomasz

to Mortgagee:

11. Notice. Any notice, demand, statement, request or consent made hereunder shall be in writing and shall be by registered or certified mail, return receipt requested, or by air courier, and shall be deemed given when postmarked and addressed as follows:

10. Transfer or Encumbrance of the Mortgaged Property. No part of the Mortgaged Property or any interest therein shall in any manner, by operation of law or otherwise, whether directly or indirectly, be further encumbered, sold, transferred or conveyed, or permitted to be further encumbered, sold, transferred or conveyed without the consent of Mortgagee, except as otherwise expressly provided in this Mortgage. The provisions of this paragraph shall apply to each and every such further encumbrance, sale, transfer or conveyance, regardless of whether or not Mortgagee has consented to, or waived by its action or inaction its rights hereunder with respect to any such previous further encumbrance, sale, transfer or conveyance. Anything contained in this paragraph to the contrary notwithstanding, Mortgagee will consent to a transfer or conveyance of all or part of the Mortgaged Property to a partnership or other entity so long as Jay H. Shidler shall, directly or through a partnership or other entity owned or controlled by Jay H. Shidler, retain a 51% controlling interest in the Mortgaged Property (it being understood and agreed that notwithstanding any such transfer, the guaranty this day executed and delivered by Michael T. Tomasz in favor of Mortgagee shall nevertheless continue in full force and effect).

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13. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after the date of any law of the state in which the Mortgaged Property is located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgages the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgages' interest in the Mortgaged Property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby of the holders thereof, then, and in any event, Mortgages, upon demand by Mortgages, shall pay such taxes or assessments, or reimburse Mortgages therefor, provided, however, that Mortgages shall not be deemed to be required to pay any income or franchise taxes of Mortgages. Notwithstanding the foregoing, if in the opinion of counsel for Mortgages (a) it is unlawful to require Mortgages to make such payment or (b) the making of such payment will result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgages may elect, by notice in writing given to Mortgages, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

14. No Credits on Account of the Debt. Mortgages will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Debt.

15. Offsets, Counterclaims and Defenses. Any assignee of this Mortgage and the Note shall take the same free and clear of all offsets, counterclaims or defenses of any nature whatsoever which Mortgages may have against any assignor of this Mortgage and the Note and no such offset, counterclaim or defense shall be interposed or asserted by Mortgages in any action or proceeding brought by any such assignee upon this Mortgage and/or the Note and any such right to interpose or assert any such offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by Mortgages.

12. Sale of Mortgaged Property. If this Mortgage is foreclosed, the Mortgaged Property, or any interest therein, may, at the discretion of Mortgages, be sold either as a single unit or separately or in several interests or portions and in any order or manner.

Each party may designate a change of address by notice to the other party, which shall become effective at the time stated in such notice, but in no event less than fifteen (15) days after the giving of such notice.

Attention: Real Estate Counsel

Chemical Bank
The Legal Department
380 Madison Avenue, 9th Floor
New York, New York 10017

with a copy to:

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20. Performance of Other Agreements. Mortgagor shall observe and perform each and every term to be observed or performed by Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

19. Books and Records. Mortgagor will keep and maintain or will cause to be kept and maintained on a fiscal year basis proper and accurate books, records and accounts reflecting all of the financial affairs of Mortgagor and all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expense be realized by Mortgagor or by any other person whatsoever excepting leases unrelated to and unaffiliated with Mortgagor who have leased from Mortgagor portions of the Mortgaged Property for the purpose of occupying the same. Mortgagor shall have the right from time to time at all times during normal business hours and upon reasonable notice to Mortgagor to examine such books, records and accounts at the office of Mortgagor or other person maintaining such books, records and accounts and to make copies or extracts thereof as mortgagor shall desire. Mortgagor will furnish Mortgagor annually, within ninety (90) days next following the end of each fiscal year of Mortgagor, with (i) a complete executed copy of a financial statement prepared by Mortgagor covering the operation of the Mortgaged Property for such fiscal year and containing a fully itemized statement of profit and loss and of surplus and (ii) a complete executed copy of a financial statement of Mortgagor or any Guarantor for such fiscal year prepared by a party acceptable to Mortgagor and containing a fully itemized statement of profit and loss and of surplus and a balance sheet, all in accordance with generally accepted accounting principles applied to real estate on a consistent basis. Within ninety (90) days after the end of each fiscal year of Mortgagor, Mortgagor shall furnish to Mortgagor a certificate signed by a duly authorized representative of Mortgagor certifying on the date thereof either that there does or does not exist an event which constitutes, or which upon notice or lapse of time or both would constitute, a default under the Note or this Mortgage and if such event exists, the nature thereof and the period of time it has existed. Mortgagor shall furnish to Mortgagor, within ten (10) days after request, such further detailed information covering the operation of the Mortgaged Property and the financial affairs of Mortgagor and any Guarantor as may be reasonably requested by Mortgagor.

18. Right of Entry. Mortgagor and its agents shall have the right to enter and inspect the Mortgaged Property at all reasonable times.

17. Documentary Stamps. If at any time the United States of America, any state thereof or any governmental subdivision of any such state, shall require revenue or other stamps to be affixed to the Note or this Mortgage, Mortgagor will pay for the same, with interest and penalties thereon, if any.

16. Other Security for the Debt. Mortgagor shall observe and perform all of the terms, covenants and provisions contained in the Note and in all other mortgages and other instruments or documents evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage for the loan evidenced and secured thereby.

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(i) A court of competent jurisdiction enters a decree or order for relief with respect to Mortgagor or any Guarantor under Title 11 of the United States Code as now constituted or hereafter amended or under any other applicable Federal or state bankruptcy law or other similar law, or if such court enters a decree or order appointing a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of Mortgagor or any Guarantor, or of any substantial part of their respective properties, or if such court decrees or orders the winding up or liquidation of the affairs of

(h) Mortgagor or any Guarantor shall make an assignment for the benefit of creditors;

(g) Any representation or warranty of Mortgagor, or of any person (hereinafter referred to as a Guarantor) guaranteeing payment of the Debt or any portion thereof or performance by Mortgagor of any of the terms of this Mortgage made herein or in any such guaranty, or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note, this Mortgage, or any such guaranty, shall prove false or misleading in any material respect;

(f) Without the consent of Mortgagor any Leases are made, cancelled or modified (except as expressly permitted herein) or if any portion of the rents is paid for a period of more than one (1) month in advance or if any of the rents are further assigned;

(e) The Policies are not kept in full force and effect, or if the Policies are not delivered to Mortgagor upon request;

(d) Without the consent of Mortgagor any part of the Mortgaged Property or any interest therein is in any manner further encumbered, sold, transferred or conveyed, either by operation of law or otherwise, whether directly or indirectly (except as expressly permitted herein), or if any improvement or the Equipment (except for normal replacement of the Equipment) is removed, demolished or materially altered, or if the Mortgaged Property is not kept in good condition and repairs;

(c) Any Federal tax lien is filed against Mortgagor or the Mortgaged Property and the same is not discharged of record within thirty (30) days;

(b) Mortgagor shall fail to pay within twenty (20) days of notice and demand by Mortgagor, any installment of any assessment against the Mortgaged Property for local improvements heretofore or hereafter laid, which assessment is or may become payable in annual or periodic installments and is or may become a lien on the Mortgaged Property, notwithstanding the fact that such installment may not be due and payable at the time of such notice and demand;

(a) Any portion of the Debt is not paid within ten (10) days after the due date;

21. Default. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

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22. Right to Cure Default. If default in the performance of any of the covenants of Mortgagor herein occurs, Mortgagee may, at its discretion, remedy

hereinafter defined). If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Debt to be immediately due and payable without notice to Mortgagor, with interest thereon from the date of such Event of Default at the Default Rate (as hereinafter defined).

(n) The Mortgaged Property shall become subject (i) to any tax lien, other than a lien for local real estate taxes and assessments not due and payable, or (ii) to any mechanic's, materialman's or other lien and such lien shall remain undischarged or unbonDED for thirty (30) days.

(m) Mortgagor shall be in default beyond the expiration of any applicable grace period under any other mortgage or deed of trust covering any part of the Mortgaged Property whether it be superior or inferior in lien to this Mortgage (including, but not limited to, those certain first mortgages of even date made by Mortgagor to Mortgagor's encumbering, respectively, portions of the Mortgaged Property) or

(l) Mortgagor shall continue to be in default under any of the other terms, covenants or conditions of this Mortgage for ten (10) days after notice from Mortgagee in the case of any default which can be cured by the payment of a sum of money or for twenty (20) days after notice from Mortgagee in the case of any other default, provided that if such default cannot reasonably be cured within such twenty (20) day period and Mortgagor shall have commenced to cure such default within such twenty (20) day period and thereafter diligently and expeditiously proceed to cure the same, such twenty (20) day period shall be extended for so long as it shall require Mortgagor in the exercise of due diligence to cure such default, but in no event more than sixty (60) days.

(k) Mortgagor or other person shall be in default under the Note or under any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby, and such default shall continue beyond the expiration of the applicable grace period (if any) specified herein or therein within which to cure such default;

(j) Mortgagor or any Guarantor files a petition or answer or consent seeking relief under Title 11 of the United States Code as now constituted or hereafter amended, or under any other applicable Federal or state bankruptcy law or other similar law, or if Mortgagor or any Guarantor consents to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Mortgagor or any Guarantor, or of any substantial part of their respective properties, or if Mortgagor or any Guarantor takes any action in furtherance of any action described in this subparagraph)

Mortgagor or any Guarantor and such decree or order is not discharged within sixty (60) days after the entry thereof;

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25. Non-Waiver. The failure of Mortgagee to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver or any term of this Mortgage. Mortgagee shall not be relieved of Mortgagee's obligation to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage by reason of (i) failure of Mortgagee to comply with any request of Mortgagee to take any action to foreclose this

24. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Property. Such appointment may be made either before or after sale, without notice except to the extent otherwise expressly specified herein, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and/or (b) the deficiency in case of a sale and deficiency.

23. Late Payment Charge. If any portion of the Debt is not paid within ten (10) days after the date on which it is due, Mortgagee shall pay to Mortgagee on demand an amount equal to 3% of such unpaid portion of the Debt as a late payment charge, and such amount shall be secured by this Mortgage.

the same and for such purpose shall have the right to enter upon the Mortgaged property or any portion thereof without thereby becoming liable to Mortgagee or any person in possession thereof holding under Mortgagee. If Mortgagee shall remedy such a default or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, the costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this paragraph, shall be paid by Mortgagee upon demand. All such costs and expenses incurred by Mortgagee in remedying such default or in appearing in, defending, or bringing any such action or proceeding shall be paid by Mortgagee to Mortgagee upon demand, with interest at a per annum rate equal to 5% plus the Prime Rate (the Default Rate), or at the maximum rate which Mortgagee may by law pay, whichever is lower, for the period after notice from Mortgagee that such costs or expenses were incurred to the date of payment of such costs or expenses to Mortgagee. All such costs and expenses incurred by Mortgagee pursuant to the terms of this Mortgage, with interest, shall be secured by this Mortgage.

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28. Construction. The terms of this Mortgage shall be construed in accordance with the laws of the State in which the Mortgaged Property is located.

27. Liability. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

26. Prepayment After Event of Default. If following the occurrence of any default under this Mortgage and an exercise by Mortgagor of its option to declare the Debt immediately due, Mortgagor shall tender payment of an amount sufficient to satisfy the entire Debt at any time prior to a sale of the Mortgaged Property, and if at the time of such tender of the Note a prepayment premium would be required thereunder for a voluntary prepayment of the principal balance of the Note, Mortgagor shall, in addition to the entire Debt, also pay to Mortgagor the applicable prepayment premium specified in the Note.

Mortgagee shall not be limited thereafter to foreclose this Mortgage. Mortgagor shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of Mortgagor under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Mortgagee may resort for the payment of the Debt to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Mortgagee shall continue to be obligated to pay the Debt at the time and in the manner provided in the Note and this Mortgage, as so extended, modified and supplemented unless expressly released and discharged by Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, Mortgagee may release any person at any time liable for the payment of the Debt or any portion thereof or any part of the security held for the Debt and may extend the time of payment or otherwise modify the term of the Note or this Mortgage, including, without limitation, a modification of the interest rate payable on the principal balance of the Note, without in any manner impairing or affecting this Mortgage or the lien thereof or the priority of this Mortgage, as so extended and modified, as security for the Debt over any such subordinate lien, encumbrance, right, title or interest. Mortgagee may resort for the payment of the Debt to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

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31. Headings, etc. The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

30. Further Acts, etc. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, require, for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby mortgaged or intended now or hereafter so to be, or which Mortgagee may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for selling, registering or recording this Mortgage and, on demand, will execute and deliver and hereby authorizes Mortgagee to execute in the name of Mortgagor to the extent Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Mortgaged Property.

29. Security Agreement; Fixture Financing Statement. This Mortgage constitutes both a real property mortgage and a "security agreement", within the meaning of the Uniform Commercial Code, and the Mortgaged Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor by executing and delivering this Mortgage has granted to Mortgagee, as security for the Debt, a security interest in the Equipment. If Mortgagor shall default under the Note or this Mortgage, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Equipment or any part thereof, and to sell the same at public or private sale, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Equipment. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Equipment and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interest in the Equipment and in enforcing its rights hereunder with respect to the Equipment. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Equipment sent to Mortgagor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Equipment, or any part thereof, may be applied by Mortgagee to the payment of the Debt in such priority and proportions as Mortgagee in its discretion shall deem proper. This Mortgage is intended to be a financing statement within the purview of Section 9-402(b) of the Uniform Commercial Code of Illinois with respect to those items of equipment, goods or inventory which are fixtures on the Mortgaged Property. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in paragraph 11 hereof. This Mortgage is to be filed for record with the Recorder of Deeds of the counties where the Mortgaged Property is located. Mortgagor is the record owner of the Mortgaged Property.

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36. Marshalling. Mortgagor waives and releases, to the fullest extent permitted by law and with awareness of the consequences thereof, any and all right to have the Mortgaged Property marshalled.

35. Recovery of Sums Required To Be Paid. Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

34. Sole Discretion of Mortgagee. Wherever pursuant to this Mortgage, Mortgagee exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Mortgagee, the decision of Mortgagee to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole discretion of Mortgagee and shall be final and conclusive.

33. Usury Laws. This Mortgage and the Note are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the principal balance due under the Note at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which Mortgagor is permitted by law to contract or agree to pay. If by the terms of this Mortgage or the Note Mortgagor is at any time required or obligated to pay interest on the principal balance due under the Note at a rate in excess of such maximum rate, the rate of interest under the Note shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

32. Filing of Mortgage, etc. Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Mortgagee in the Mortgaged Property. Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and all Federal, state, county and municipal taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance. Mortgagor shall hold harmless and indemnify Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

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43. No Oral Change. This Mortgage may not be modified, amended, changed, discharged or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.

42. Waiver of Notice. Mortgagor shall not be entitled to any notice of any nature whatsoever from Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Mortgage to Mortgagor, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Mortgagor to Mortgagee.

41. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean each Mortgagor and any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein, the word "Mortgage" shall mean the Note or any other evidence of indebtedness secured by this Mortgage, the word "Guarantor" shall mean each person guaranteeing payment of the Debt or any portion thereof or performance by Mortgagor of any of the terms of this Mortgage and their respective heirs, executors, administrators, legal representatives, successors and assigns, the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein, and the word "Debt" shall mean all the sums secured by this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter form, and the singular form of nouns and pronouns shall include the plural and vice versa.

40. Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

39. Inapplicable Provisions. If any term, covenant or condition of this Mortgage or the Note shall be held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

38. Actions and Proceedings. Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its discretion, feels should be brought to protect its interest in the Mortgaged Property.

37. Authority. Mortgagor (and the undersigned representative of Mortgagor, if any) has full power, authority and legal right to execute this Mortgage, and to mortgage, give, grant, bargain, sell, alien, convey, confirm and assign the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed.

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46. Foreclosure; Expense of Litigation. When the Debt, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the Debt or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' 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 the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale

45. Laws, Regulations and Requirements. Mortgagee shall comply with all existing and future laws, regulations and requirements of every governmental authority having jurisdiction over the Mortgaged Property.

thereof. afforded by law, and may be exercised concurrently therewith or independently or otherwise, shall be in addition to any other right or remedy hereunder or to manage and operate the same, and to collect the Rents, whether by a receiver, deem proper. The right to enter and take possession of the Mortgaged Property, to the Debt in such priority and proportions as Mortgagee in its discretion shall (after payment of all costs and expenses incurred) apply the Rents received by it powers herein contained shall be secured by this Mortgage. Mortgagee shall sale or leasing thereof or any part thereof. The expenses (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the constituting part of the Mortgaged Property and used by Mortgagee in the rental, also take possession of, and for these purposes use, any and all personal property in the case of either (a) or (b) above, Mortgagee or the receiver may

or hereafter existing in equity, at law, by virtue of statute or otherwise. instrument executed by Mortgagee in connection with this Mortgage or now (c) exercise any other remedy specifically granted under any other

powers permitted under the laws of the State of Illinois and same as the court may direct, such receiver to have all the rights and take possession of the Mortgaged Property, collect the Rents and apply the occupancy of the security, have a receiver appointed to enter upon and (b) as a matter of strict right and without regard to the value or

accruing thereafter; issues and profits thereof, including those past due as well as those Property and the security thereof and to collect and receive all rents, any acts Mortgagee deems necessary or proper to conserve the Mortgaged take possession of the Mortgaged Property or any part thereof, to perform (a) at any time, without notice, in its sole discretion, enter upon and

44. Additional Remedies. Notwithstanding any other provision of this Mortgage to the contrary, if Mortgagee shall default in the performance of any of its covenants hereunder or if any one of the events specified in paragraph 21 shall occur, Mortgagee may, at its option, exercise any one or more or all of the following remedies in addition to those set forth elsewhere in this Mortgage:

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49. Transfer of Mortgaged Property; Further Encumbrances. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagee, 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 Mortgagee and its partners in owning and operating property such as the Mortgaged Property, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Property which is Mortgagee's security for the loan. Mortgagee is well-experienced in borrowing money and owning and operating property such as the Mortgaged Property, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan

48. Waiver of Rights Otherwise Available. To the extent permitted by applicable law, Mortgagee shall not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of (i) any stay or extension or moratorium law, (ii) any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, (iii) any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, (iv) the right of inquiry of the Mortgaged Property; Mortgagee voluntarily condemns the real estate, and agrees that it may be sold on writ of execution. Mortgagee covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagee, for itself and all who claim under it, waives to the extent that it lawfully may, all right to have the Property marshaled upon any foreclosure hereof.

47. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in paragraph 46 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 and all principal and interest remaining unpaid on the Note; and third, any surplus to Mortgagee, its successors or assigns, as their rights may appear.

which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the enforcement of Mortgagee's obligations hereunder, the protection of said Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in connection therewith or in any litigation of proceeding affecting this Mortgage, the Note or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagee, with interest thereon at the Default Rate and shall be secured by this Mortgage.

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30. Business Purpose. Mortgages covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in Paragraph (1)(c) of Section 6404, Chapter 17 of the Illinois Revised Statutes, as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

49. Mortgages acknowledges that any agreements, liens or encumbrances created or entered into in violation of the provisions of this paragraph 49 shall be void and of no force or effect.

Any consent by Mortgages, 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 Mortgages upon a subsequent Event of Default under this paragraph 49. Mortgages acknowledges that any agreements, liens or encumbrances created or entered into in violation of the provisions of this paragraph 49 shall be void and of no force or effect.

title to the Premises and therefore an Event of Default hereunder.

otherwise expressly permitted) shall be deemed to be an unpermitted transfer of Mortgages or any interest of any general partner in Mortgages (as herein security interest in, all or any part of the title to the Mortgaged Property or in time of any sale, conveyance, assignment or other transfer of, or the grant of a without limiting the generality of, the preceding sentence, the occurrence at any written consent shall be an Event of Default hereunder. For the purpose of, and "wrap around" mortgage or an improvement loan, without Mortgages's prior Property, or the placement or granting of a mortgage commonly known as a create a lien on the personal property utilized in the operation of the Mortgaged conditional sales contracts, financing or security agreements which would be or of the Mortgaged Property or the placement or granting of chattel mortgages, including without limitation the placement or granting of liens on all or any part general partner in Mortgages (whether voluntary or by operation of law), title to the Mortgaged Property any interest therein or any interest of any that any sale, conveyance, assignment, further encumbrance or other transfer of it is a reasonable one and (except as hereinafter otherwise expressly provided) Mortgages agrees that it this paragraph be deemed a restraint on alienation, that (iv) keeping the Mortgaged Property free of further subordinate financing liens, allowing Mortgages to raise the interest rate and/or collect assumption fees; and Mortgages, the full benefit of its bargain and contract with Mortgages; (iii) repayment by the Mortgages and of value of the Mortgaged Property; (ii) giving foreclosure and for the purposes of (i) protecting Mortgages's security, both of necessary to clear the title to the Mortgaged Property. In accordance with the accept a deed in lieu of foreclosure, as a foreclosure by Mortgages would be thereof with the intention of selling same; and (d) impair Mortgages's right to the value of the Mortgaged Property should Mortgages come into possession take measures and incur expenses to protect its security; (c) would detract from foreclosure by any such junior encumbrancer which would force Mortgages to be used to pay the Note secured hereby; (b) could result in acceleration and placed upon the Mortgaged Property (a) may divert funds which would otherwise Mortgages further recognizes that any further secondary or junior financing fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original beneficiary of Mortgages, recognizes that Mortgages 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 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. Mortgages

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(a) Rights of Tenants. Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Mortgaged Property. The failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by Mortgagee 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 Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

(b) Option of Mortgagee to subordinate. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Mortgaged Property upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the counties wherein the Mortgaged Property are situated, of a unilateral declaration to that effect.

(c) Use of Proceeds. Mortgagee warrants that the proceeds evidenced by the Note secured hereby will not be used for the purchase of registered equity securities within the purview of Regulation G issued by the Board of Governors of the Federal Reserve System.

52. Waiver of Right of Redemption. Mortgagee hereby releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagee, and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Section 12-125 of the Illinois Revised Statutes.

53. Release of Part of Mortgaged Property. Provided that this Mortgage is then in full force and effect without default on the part of Mortgagee hereunder beyond the expiration of any applicable grace period herein granted within which to cure such default, Mortgagee may, from and after the date hereof, obtain a release of that portion of the Mortgaged Property known as Roosevelt Glen Corporate Center, Glen Ellyn, Illinois, from the lien of this Mortgage after such time as the Net Operating Cash Flow (as said term is defined in the Note, except without taking into account depreciation or debt service on the Debt, capital expenditures, tenant improvements, leasing commissions, development costs or operating reserves), taken as a whole, equals 1.2 times the debt service on the aggregate principal outstanding balance secured not only by this Mortgage but also by the first mortgage encumbering that portion of the Mortgaged Property known as 150 North Wacker Drive, Chicago, Illinois ("Wacker"), utilizing average five (5) year mortgage rates and Net Operating Cash Flow for the preceding six (6) consecutive calendar months plus the projected Net Operating Cash Flow for the next succeeding six (6) consecutive calendar months as determined by Mortgagee on the basis of existing leases for Wacker expiring not sooner than six (6) months from the date of such release.

54. Prior Mortgages. This Mortgage is subject and subordinate to a first mortgage in the original principal amount of \$17,500,000.00 held by Mortgagee encumbering a portion of the Mortgaged Property known as 150 North Wacker Drive, Chicago, Illinois and to a first mortgage in the original principal amount

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57. Non-Recourse. Anything contained herein to the contrary notwithstanding, neither Mortgagor nor any partner of Mortgagor nor any other person or entity shall be personally liable for the performance of any of the covenants or obligations on the part of Mortgagor to be covered or performed hereunder or under any other document executed and delivered by Mortgagor in connection with the making of the loan or for any deficiency resulting from or through any foreclosure proceedings and Mortgagor shall look solely to the Mortgaged Property in pursuit of its remedies either set forth herein or as provided for at law; provided, however, that the foregoing limitations on personal liability shall not impair the validity of the Note or the lien of the Mortgage, or any other mortgage given in connection with or pursuant to the provisions of the Note or the Mortgage or the right of Mortgagor to foreclose and/or to enforce the lien of the Mortgage against the Mortgaged Property after the occurrence of an Event of Default by Mortgagor or against the lessee or profits of the Mortgaged Property nor shall the foregoing limitations on personal liability in any manner affect the obligations of any partner of Mortgagor or any other person or entity under any guaranty or undertaking executed and delivered in connection with the Note and/or this Mortgage.

58. Future Advances. This Mortgage also secures the payment of and includes all future or further advances as shall be made at all times, regardless of whether Loan proceeds have been disbursed, by Mortgagor and their respective successors or assigns, to and for the benefit of Mortgagor and their respective heirs, personal representatives, or assigns, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness hereby secured by this mortgage may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not exceed the principal sum of \$4,750,000.00 Dollars together with interest thereon and any and all disbursements made by the Mortgagor for the payment of Taxes, or insurance on the Premises covered by the lien of this Mortgage and for reasonable attorneys' fees, loan commissions, service charges, liquidated damages, expenses and court costs incurred in the collection of any or all of such sums of money. Such further or future advances shall be wholly obligatory with Mortgage and the same shall bear interest at the same rate as specified in the Note.

59. Collateral Letter Agreement. Mortgagor shall fully and faithfully observe and perform all of the terms, covenants, conditions, provisions and agreements contained in that certain collateral letter agreement of even date hereto, which relates to the terms and the provisions of which collateral letter agreement are incorporated herein by this reference with the same effect as if the same were fully set forth in this Mortgage.

60. A portion of the Mortgaged Property known as Glen Hill Office Park, Glen Ellyn, Illinois, and, in respect thereof, Mortgagee hereby warrants and represents to Mortgagor that (i) Mortgagor will not prepay or exercise any right to prepay either first mortgage except in accordance with the terms of the Agreement entered into between Mortgagor and Mortgagee either herein or such other mortgage, and (ii) an Event of Default under either prior mortgage shall ipso facto constitute a default under this Mortgage.

58. Hazardous Materials. Mortgagor represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from, or affecting the Mortgaged Property in any manner which violates Federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Mortgaged Property to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgagor shall not cause or permit the Mortgaged Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable Federal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Mortgaged Property or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable Federal, state and local laws, ordinances, rules and regulations, whenever and by whomsoever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. Mortgagor shall (a) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Mortgaged Property (i) in accordance with all applicable Federal, state, and local laws, ordinances, rules, regulations, and policies, (ii) to the satisfaction of Mortgagor, and (iii) in accordance with the orders and directives of all Federal, state, and local governmental authorities, and (b) defend, indemnify, and hold harmless Mortgagor, its employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of Mortgagor, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event this Mortgage is foreclosed, or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Mortgaged Property to Mortgagee free of any and all Hazardous Materials so that the condition of the Mortgaged Property shall conform with all applicable Federal, state and local laws, ordinances, rules or regulations affecting the Mortgaged Property. For purposes of this paragraph 58, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous

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59. Shared Appreciation Mortgage. This Mortgage secures the Note which provides for the payment of additional interest to Mortgagee based on the appreciation of the Mortgaged Property. Mortgagor and Mortgagee acknowledge that the total amount of such shared appreciation interest shall not exceed \$9,500,000.00.

and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule, or regulation. The provisions of this paragraph 58 shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law, and shall survive the transactions contemplated herein.

1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Comprehensive Environmental Response, Compensation, and Liability Act of Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule, or regulation. The provisions of this paragraph 58 shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law, and shall survive the transactions contemplated herein.

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Signed and acknowledged as to all signatures in the presence of:
James D. Goodman, Asst. Secy
Attest:
James D. Goodman, Asst. Secy

By: Michael T. Tomasz, President
WACKER/RANDOLPH INVESTMENT COMPANY, an Illinois limited partnership
By: Tomasz/Shidler Investment Corporation, an Illinois corporation and the general partner
By: Michael T. Tomasz, President
ROOSEVELT GLEN CORPORATE CENTER INVESTMENT COMPANY, an Illinois limited partnership
By: Tomasz/Shidler Investment Corporation, an Illinois corporation and the general partner

By: Michael T. Tomasz, President
WACKER/RANDOLPH INVESTMENT COMPANY, an Illinois limited partnership
By: Tomasz/Shidler Investment Corporation, an Illinois corporation and the general partner
By: Michael T. Tomasz, President
WACKER/RANDOLPH INVESTMENT COMPANY, an Illinois limited partnership
By: Tomasz/Shidler Investment Corporation, an Illinois corporation and the general partner
By: Michael T. Tomasz, President
WACKER/RANDOLPH INVESTMENT COMPANY, an Illinois limited partnership
By: Tomasz/Shidler Investment Corporation, an Illinois corporation and the general partner

Signed and acknowledged as to all signatures in the presence of:
James D. Goodman, Asst. Secy
Attest:
James D. Goodman, Asst. Secy

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage the day and year first above written.

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The foregoing instrument was acknowledged before me this 3rd day of
 June 1987, by Jay H. Shidler, general partner of WAIKIKI BEACHCOMBER
 INVESTMENT CO., a Hawaii general partnership, on behalf of the general
 partnership.

[Signature]
 Notary Public
 MARIAN ZAI
 Notary Public, State of New York
 No. 31-488037
 Qualified in New York County
 Commission Expires March 30, 1989

STATE OF New York)
) ss.)
 COUNTY OF New York)

The foregoing instrument was acknowledged before me this 29th day of
 May, 1987, by Michael T. Tomasz, the President of Tomasz/Shidler Investment
 Corporation, an Illinois corporation, and general partner of
 WACKER/RANDOLPH INVESTMENT COMPANY, a limited partnership on
 behalf of the limited partnership.

[Signature]
 Notary Public

STATE OF ILLINOIS)
) ss.)
 COUNTY OF COOK)

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919293276

Notary Public
MARIAN ZAI
Notary Public, State of New York
No. 31-488637
Qualified in New York County
Commission Expires March 30, 1989

The foregoing instrument was acknowledged before me this 3rd day of June, 1987, by Jay H. Shidler, general partner of WAIKIKI BEACHCOMBER INVESTMENT CO., a Hawaii general partnership, on behalf of the general partnership.

STATE OF)
COUNTY OF)

[Signature]
Notary Public

The foregoing instrument was acknowledged before me this 29th day of May, 1987, by Michael T. Tomasz, the President of Tomasz/Shidler Investment Corporation, an Illinois corporation, and general partner of ROOSEVELT GLEN CORPORATE CENTER INVESTMENT COMPANY, a limited partnership on behalf of the limited partnership.

STATE OF ILLINOIS)
COUNTY OF COOK)

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The aforesaid premises being collectively known as 150 North Wacker Drive, Chicago, Illinois.

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The South half and the South half of the North half of Wharfedale lots 29, 30 and 31 as laid out by plat by Lee F. Bradley dated February 11, 1948 and recorded February 11, 1948, Book 29 of Maps, Page 1, in Original Town of Chicago, Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, (except that portion of said lot 29 condemned and taken for widening North Market Street) in Cook County, Illinois.

Parcel 3:

The South half and the South half of the North half of Wharfedale lots 29, 30 and 31 as laid out by plat by Lee F. Bradley dated February 11, 1948 and recorded February 11, 1948, Book 29 of Maps, Page 1, in Original Town of Chicago, Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, (except that portion of said lot 29 condemned and taken for widening North Market Street) in Cook County, Illinois.

Parcel 2:

The South half and the South half of the North half of Wharfedale lots 29, 30 and 31 as laid out by plat by Lee F. Bradley dated February 11, 1948 and recorded February 11, 1948, Book 29 of Maps, Page 1, in Original Town of Chicago, Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, (except that portion of said lot 29 condemned and taken for widening North Market Street) in Cook County, Illinois.

(Description of Premises)

EXHIBIT A(1)

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B. THAT PART OF THE SOUTH HALF OF TAYLOR AVENUE (BEING VACATED) LYING EAST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF THE ABOVE DESCRIBED PARCEL.

A. LOTS 1, 2, 3, 4, 5, 6, 7 AND THE EAST HALF OF LOT 39, LOTS 40, 41, 42, 43, 44, 45 AND 46, ALL IN BLOCK 1 IN ROOSEVELT HILLS, A SUBDIVISION IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE NORTH EAST QUARTER AND PART OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 41

B. THE NORTH 1/2 OF VACATED TAYLOR AVENUE SOUTH AND ADJOINING PARCEL A.

A. LOTS 34, 35, 36, 37, 38 AND THE WEST HALF OF LOT 39, TOGETHER WITH THAT PART OF THE SOUTH HALF OF VACATED ALLEY, NORTH AND ADJOINING IN BLOCK 1, IN ROOSEVELT HILLS, IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 31

C. THE NORTH 1/2 OF VACATED TAYLOR AVENUE LYING SOUTH AND ADJOINING PARCELS A AND B TAKEN AS A TRACT.

A. THE SOUTH HALF OF VACATED ALLEY LYING SOUTH AND ADJOINING LOT 6 AND 7, THE SOUTH HALF OF VACATED ALLEY LYING NORTH AND ADJOINING EAST HALF OF LOT 39 AND WEST HALF OF LOT 40, ALL OF VACATED ALLEY LYING WEST OF LOTS 41 TO 46 AND EXTENDED TO THE SOUTH LINE OF LOT 5 AND ALL OF VACATED ALLEY LYING NORTH OF LOT 46 IN BLOCK 1 AS VACATED BY ORDINANCE NUMBER 1417 PASSED AND APPROVED DECEMBER 14, 1964 BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLEN, COPY OF WHICH WAS RECORDED DECEMBER 24, 1964 AS DOCUMENT 864-47402 IN ROOSEVELT HILLS, A SUBDIVISION IN THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER AND PART OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCELS 1 AND 21

(Description of Premises)

EXHIBIT A(2)

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4. THAT PART OF LOTS 9 TO 20 IN BLOCK 9 AND THAT PART OF VACATED TAYLOR AVENUE LYING SOUTH OF THE CENTER LINE AND SAID CENTERLINE IS EXTENDED EAST, OF THE 24 FOOT EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES RECORDED JUNE 7, 1974 AS DOCUMENT #74-279 (9) AND WEST OF THE CENTER LINE OF A 24 FOOT EASEMENT FOR SEWER, WATER, INGRESS AND EGRESS RECORDED OCTOBER 31, 1966 AS DOCUMENT #66-43013, ALL IN ROOSEVELT HILLS SUBDIVISION IN SECTION 25, TOWNSHIP 29 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1928 AS DOCUMENT #28777, IN THE VILLAGE OF OLIVE BRITAIN, DE PAGE COUNTY, ILLINOIS

B. THAT PART OF THE SOUTH 1/2 OF VACATED TAYLOR AVENUE LYING NORTH AND ADJOINING THAT PART OF PARCEL A LYING EAST OF THE INTERSECTION OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF LOT 11 IN BLOCK 9 SHOWN AS AT A POINT WHERE THE CENTER LINE OF THE 24 FOOT EASEMENT RECORDED AS DOCUMENT #74-2795 INTERSECTS THE NORTH LINE OF LOT 11, APPROXIMATELY

PARCEL 6:

EXCEPT THAT PART OF SAID LOT 27 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH-EAST CORNER OF SAID LOT 27, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 27 FOR A DISTANCE OF 24.58 FEET TO A POINT OF CURVE WITH A TANGENT CURVE CONCAVE TO THE SOUTH/EAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE (THROUGH AN ANGLE OF 69 DEGREES 03 MINUTES) FOR AN ARC DISTANCE OF 36.66 FEET TO THE POINT OF TANGENCY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 27 TO A TANGENT LINE; THENCE NORTHERLY ALONG SAID TANGENT LINE FOR A DISTANCE OF 84.50 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF OLIVE BRITAIN, DE PAGE COUNTY, ILLINOIS

PARCEL 9:

ALL IN BLOCK 19 IN ROOSEVELT GARDEN HOMESITES, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 13 AND IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 29 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 1921 AS DOCUMENT #48192, IN DEPAGE COUNTY, ILLINOIS

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- PARCEL 7:
1. LOTS 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28 TOGETHER WITH VACATED ALLEY LING WEST OF LOT 22 AND WEST OF THE WEST LINE OF LOT 22 EXTENDED SOUTH AND EAST OF LOT 23, ALSO THE NORTH HALF OF VACATED ALLEY LING SOUTH OF AND ADJACENT TO LOTS 18 THRU 22, INCLUSIVE, ALSO THE SOUTH HALF OF VACATED ALLEY LING NORTH OF AND ADJACENT TO LOTS 31, 32, AND 33, ALL IN BLOCK 1 IN ROOSEVELT HILLS, BEING A SUBDIVISION IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, AS DOCUMENT 26977, IN DUPAGE COUNTY, ILLINOIS.
 2. THE NORTH 1/2 OF VACATED TAYLOR AVENUE LYING SOUTH AND ADJOINING LOTS 31, 32 AND 33 AFORESAID.
- PARCEL 8:
1. LOTS 25 TO 30, BOTH INCLUSIVE, IN BLOCK 1 IN ROOSEVELT HILLS, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 26977, EXCEPT THAT PART OF LOT 27 DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 27, THENCE EASTERLY ALONG THE NORTHEAST LINE OF SAID LOT 27 FOR A DISTANCE OF 20.00 FEET TO A POINT OF CURVE WITH A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE (THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES) FOR AN ARC DISTANCE OF 31.42 FEET TO THE WESTERLY LINE OF SAID LOT 27 TO A TANGENT LINE; THENCE NORTHEAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF OLIVE BRITAIN, DUPAGE COUNTY, ILLINOIS, AFORESAID.
 2. THE NORTH 1/2 OF VACATED TAYLOR AVENUE SOUTH AND ADJOINING PARCEL A.

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The aforesaid premises being collectively known as Roosevelt Glen Corporate Center, Glen Ellyn, Illinois.

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- D. THAT PART OF THE SOUTH 1/2 OF VACATED FULT AVENUE LYING NORTH AND ADJOINING PARCEL C.
- C. THAT PART OF LOTS 9 AND 20 IN BLOCK 9 LYING EAST OF THE CENTER LINE OF A 24 FOOT EASEMENT FOR WATER, WATERS, INGRESS AND EGRESS RECORDED OCTOBER 31, 1966 AS DOCUMENT 866-47013 AND LYING WEST OF A LINE DRAWN FROM A POINT ON THE SOUTHWEST LINE OF SAID LOT 20 WHICH IS 3.0 FEET WEST OF THE SOUTHWEST CORNER OF SAID LOT 20 TO A POINT ON THE NORTHEAST LINE OF LOT 9, WHICH IS 8.90 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 9, ALL IN BLOCK FIVE OF ROOSEVELT HILLS BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED NOVEMBER 2, 1928 AS DOCUMENT NO. 268777, IN DUPAGE COUNTY, ILLINOIS
- B. THAT PART OF THE SOUTH 1/2 OF VACATED FULT AVENUE LYING NORTH AND ADJOINING PARCEL A.
- A. THAT PART OF LOTS 11 AND 12 IN BLOCK 9 LYING NORTH OF THE CENTER LINE OF THE CENTER LINE OF THE 24 FOOT EASEMENT FOR INGRESS, EGRESS, DRAINAGE, AND UTILITIES, RECORDED JUNE 7, 1974 AS DOCUMENT 874-27919 IN ROOSEVELT HILLS SUBDIVISION IN SECTION 23, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT HEREBY RECORDED NOVEMBER 2, 1928 AS DOCUMENT 268777 IN DUPAGE COUNTY, ILLINOIS

PARCEL 91