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BOX 333-CC

09-14-200-026-0000  
09-14-200-045-0000  
09-14-200-048-0000  
09-14-200-049-0000

Property Tax Index No.:

James A. Winkler, Esquire  
Foley & Lardner  
One Pierce Place, Suite 330M  
Itasca, Illinois 60143  
(312) 250-3900

8201-03 Golf Road  
Niles, Illinois  
Street Address of Property:

This instrument prepared by  
(and return after recording to):

THIS INSTRUMENT IS EFFECTIVE AND SHALL REMAIN EFFECTIVE AS A  
FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT  
TO ALL GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL  
ESTATE HEREIN DESCRIBED AND IS TO BE FILED FOR RECORD OR  
REGISTERED IN THE REAL ESTATE RECORDS OF DU PAGE COUNTY,  
ILLINOIS. THE MAILING ADDRESS OF LENDER AND THE ADDRESS OF  
BORROWER ARE SET FORTH WITHIN. A PHOTOGRAPHIC OR OTHER  
REPRODUCTION OF THIS INSTRUMENT OR ANY FINANCING STATEMENT  
RELATING TO THIS INSTRUMENT SHALL BE SUFFICIENT AS A FINANCING  
STATEMENT.

LENDER: MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a  
Massachusetts corporation

BORROWER: LA SALLE NATIONAL BANK, a national banking associa-  
tion, not personally, but as Trustee under a trust  
agreement dated May 15, 1972, and known as Trust  
Number 44143.

MORTGAGE, SECURITY AGREEMENT AND  
FINANCING STATEMENT

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**MORTGAGE, SECURITY AGREEMENT AND  
FINANCING STATEMENT**

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Borrower hereby irrevocably and absolutely does by these presents grant, mortgage, convey, transfer, assign,

1. GRANTING CLAUSES.

NOW, THEREFORE, Borrower, to secure payment of the indebtedness secured hereby and the performance of the covenants and agreements herein contained to be performed by Borrower, and for good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, hereby agrees and covenants that:

B. Lender is desirous of securing the prompt payment of the Note together with interest and prepayment fees, if any, thereon in accordance with the terms of the Note, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Note or this Mortgage (all hereinafter sometimes collectively referred to as the "indebtedness secured hereby").

Borrower, together with Borrower's beneficiary, Niles Properties, an Illinois limited partnership ("Beneficiary"), has executed and delivered to Lender a Promissory Note in the principal amount of EIGHTEEN MILLION AND 00/100 DOLLARS (\$18,000,000.00), (which Promissory Note, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified or extended, is hereinafter sometimes called the "Note"), which Note provides, among other things, for final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, to be due on October 1, 1993, the Note by this reference there to being incorporated herein; and

W I T N E S S E T H:

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, made as of the 18th day of October, 1988, by and between LA SALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Agreement dated May 15, 1972, and known as Trust Number 44143 ("Borrower"), whose mailing address is 135 South LaSalle Street, Chicago, Illinois 60603, and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY ("Lender"), a Massachusetts corporation, having its principal office and place of business at 1298 State Street, Springfield, Massachusetts 01111.

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

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bargain, and sell to Lender, its successors and assigns, with all powers of sale (if any) and statutory rights under the laws of the State of Illinois, all of Borrower's present and hereafter acquired estate, right, title and interest in, to and under, and grants to Lender a security interest in, the following:

(a) The real property described in EXHIBIT A attached hereto and incorporated herein by this reference, together with all buildings, structures and improvements now or hereafter erected thereupon and together with the fixtures and personal property hereinafter described (which real property, buildings, structures, improvements, fixtures and personal property is hereinafter sometimes referred to as "the mortgaged premises"); and

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appurtenances and appurtenances and other rights and privileges thereunto belonging or in any wise appertaining, whether now or in the future, and all the rents, issues and profits therefrom;

(c) All right, title and interest, if any, of Borrower, in and to the land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining said mortgaged premises; and all right, title and interest, if any, of Borrower in and to any strips and gores adjoining said mortgaged premises;

(d) All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the said mortgaged premises, or any part thereof, or used or usable in connection with any construction on or any present or future operation of said mortgaged premises, now owned or hereafter acquired by Borrower, including, but without limitation of the generality of the foregoing: all items described in EXHIBIT B attached hereto and made a part hereof; all heating, light-ing, refrigerating, ventilating, air-conditioning, air-cooling, fire extinguishing, plumbing, cleaning, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and also including any of such property stored on said mortgaged premises or in warehouses and intended to be used in connection with or incorporated into said mortgaged premises; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, and property are a part of the said mortgaged premises and are declared to be a portion of the security for the indebtedness secured hereby (whether in single units or centrally controlled, and whether



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It is a condition of this Mortgage that the representations and covenants made in this Section 2 be true,

## 2. REPRESENTATIONS AND COVENANTS.

(3) The due, prompt and complete performance of each and every covenant, condition and agreement contained in this Mortgage, the Note, and every other agreement, document and instrument to which reference is expressly made in this Mortgage or which at any time evidences or secures the indebtedness evidenced by the Note (this Mortgage, the Note and all such other instruments are hereinafter sometimes collectively referred to as the "Loan Documents").

(2) Payment of such additional sums with interest thereon which may hereafter be loaned to borrower by Lender or advanced under the Loan Documents (hereinafter defined), even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Note (provided, however, that the indebtedness secured hereby shall in no event exceed an amount equal to two hundred percent (200%) of the face amount of the Note); and

(1) Payment of the indebtedness secured hereby:

### THIS MORTGAGE IS GIVEN TO SECURE:

TO HAVE AND TO HOLD the Mortgaged Premises with all rights, privileges and appurtenances thereunto belonging, and all rents, issues and profits therefrom, unto Lender, its successors and assigns, forever, for the uses and purposes herein expressed.

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Mortgaged Premises as a result of (1) the exercise of the right of eminent domain, or (2) the alteration of the grade of any street, or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Mortgaged Premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Lender, and of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm such assignment to Lender of any such award or payment.

physically attached to said real estate or not), excluding, however, personal property owned by tenants of the Mortgaged Premises; and

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2.1 Title to Mortgaged Premises. As of the date of delivery of this Mortgage, Borrower is well and lawfully seized of the Mortgaged Premises as a good and indefeasible estate in fee simple, free and clear of all liens, encumbrances, easements, covenants, conditions, and restrictions (including, with respect to the fixtures and personal property referred to herein, security interests, conditional sales contracts, title retention financing devices and anything of a similar nature) and has good and full power and lawful authority to grant, mortgage, convey and grant a security interest in the same in the manner herein provided; and that Borrower will make any further assurances of title that Lender may require and will defend the Mortgaged Premises against all claims and demands whatsoever.

2.2 The Organization, Authority, Borrower is duly organized and validly existing and in good standing under the laws of the State of Illinois and has power and authority adequate to carry on its business as presently conducted, to own the Mortgaged Premises, to make and enter into the Loan Documents and to carry out the transactions contemplated therein.

2.3 Execution, Delivery and Effect of Loan Documents. The Loan Documents have each been duly authorized, executed and delivered by Borrower, and each is intended to be a legal, valid and binding obligation of Borrower, subject to the limitation on personal liability stated in Section 9 hereof, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and subject to the exercise of judicial discretion in accordance with general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

2.4 Other Obligations. The execution and performance of the Loan Documents and all agreements and covenants therein and the consummation of the transactions contemplated thereby will not result in any breach of, or constitute a default under, any contract, agreement, document or other instrument to which Borrower is a party or by which Borrower may be bound or affected, and do not and will not violate or contravene any law to which Borrower is subject; nor do any such instruments impose or contemplate any obligations which are or will be inconsistent with the Loan Documents. No approval by, authorization of, or filing with any federal, state or municipal or other governmental commission, board

correct and complete upon the execution and delivery of the Loan Documents, and Borrower hereby represents and covenants to Lender that:



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(c) No individual general partner of Beneficiary, and no officer of a corporate general partner, has received notice that the soil, surface, water or ground water of or on the Mortgaged Premises are not free from any spill, release

(b) No individual general partner of Beneficiary, and no officer of a corporate general partner or ecologist, has received notice that the environmental or ecological condition of the Mortgaged Premises is in violation of any Environmental Law (as defined in Section 3.20 below); and Borrower, after making reasonable inquiry, has no knowledge of any such violation.

(a) The improvements forming part of the Mortgaged Premises and the use of the Mortgaged Premises as a retail shopping center comply with all applicable laws and regulations, including without limitation environmental protection, health, OSHA, building and zoning laws and ordinances and set-back and parking requirements; and it shall constitute an Event of Default hereunder if the improvements forming part of the Mortgaged Premises or the use of the Mortgaged Premises are at any time determined not to be in compliance with all applicable laws and regulations, and such lack of compliance may cause such improvements to be vacated or demolished, or may result in the institution of proceedings for vacation or demolition of the improvements, or may otherwise, in Lender's reasonable judgment, adversely affect the value of Lender's security in the Mortgaged Premises.

## 2.6 Compliance with Laws.

2.5 Licenses and Permits. To Borrower's best knowledge (and to the best knowledge of Beneficiary), there are presently in full force and effect all certificates, licenses, and permits (herein collectively "Permits") required by applicable laws, codes and regulations for the operation of the Mortgaged Premises as a retail shopping center, and Borrower agrees that such Permits shall be available for Lender's inspection at all reasonable times and that copies thereof shall be furnished to Lender upon request. Borrower agrees to keep all Permits now or hereafter required in full force and effect and to obtain renewals thereof before expiration. Borrower further agrees that it shall constitute an Event of Default hereunder if Borrower at any time shall fail to keep in full force and effect all necessary permits and licenses described herein.

or agency or other governmental authority is necessary in connection with the authorization, execution and delivery of the Loan Documents.

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or discharge of any Hazardous Substance (as defined in Section 3.20 below), and Borrower has no knowledge of any spill, release or discharge.

(d) Borrower has not used, or permitted to be used, the Mortgaged Premises for the treatment, storage or disposal of any such Hazardous Substance, and Borrower, after making reasonable inquiry, has no knowledge of such use by any predecessor in interest or any other individual or entity.

(e) To the best knowledge of Borrower and Beneficiary, after making reasonable inquiry, no equipment on the Mortgaged Premises contains polychlorinated biphenyls. (f) To the best knowledge of Borrower and Beneficiary after making reasonable inquiry, no underground storage tank is located on the Mortgaged Premises.

(g) No asbestos is located on the Mortgaged Premises.

(h) No individual general partner of Beneficiary, and no officer of a corporate general partner of Beneficiary has received notice of violation of any Environmental Law, nor have they, or either of them, committed or permitted any activity in violation of the representations made in paragraphs (a) through (g) of this Section 2.6.

(1) For the purposes of this Section 2.6 and Section 3.18 below, any one or more of the following shall constitute a determination of non-compliance with an Environmental Law:

(1) Determination by any governmental authority of such non-compliance, if the effect of such determination is not stayed within sixty (60) days by the commencement of an appropriate administrative or judicial appeal; or

(2) A judgment by a court of competent jurisdiction of such non-compliance, if the effect of such judgment is not stayed within sixty (60) days by the commencement of an appropriate judicial appeal.

2.7 Construction and Completion of Improvements. The presently existing improvements located on the Mortgaged Premises have been completed and installed in a good and workmanlike manner, in compliance with applicable laws and ordinances and with the plans and specifications therefor previously delivered to Lender. The improvements are served by electric, gas, sewer, water, telephone and other utilities required for the present and contemplated uses and operation thereof. Any and all streets and driveways necessary for

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as described in Section 6.6 hereof until paid and shall be become immediately due and payable by Borrower with interest (clusive evidence), and any amount so paid by Lender shall thereof, the receipt of the proper officer shall be con- similar charges and of which payment, amount and validity validity or invalidity of such taxes, assessments or other penalties or interest thereon (without inquiring into the taxes, assessments, and other similar charges, including any thereof, Lender may, but shall not be obligated to, pay such receipts of the proper officers for such payment. In default to Lender within thirty (30) days after the payment thereof thereof, before the same become delinquent; and shall deliver thereto or with respect to the occupancy, use or possession or interest therein or which become payable with respect levied against the Mortgaged Premises or any portion thereof ever assessed which are now or may hereafter be assessed or of whatever nature, ordinary and extraordinary, and to whom- to be paid all taxes, assessments and other similar charges (1) Payment of Taxes. Borrower shall pay or cause

## 3.2 Payment of Taxes and Tax Deposits.

or credit for taxes or other similar charges paid by Borrower. gage and the other Loan Documents, all without any deduction be paid by Borrower pursuant to the provisions of this Mort- Note, with interest thereon and all other sums required to punctually pay to Lender the sums of money expressed in the the Note and of the other Loan Documents, and shall duly and agreements, covenants, conditions and provisions hereof, of Borrower shall fully perform, observe and comply with all 3.1 Performance of Covenants in Loan Documents.

## 3. BORROWER'S COVENANTS OF PAYMENT AND OPERATION.

other property. separate, subdivided zoning lot, separate and apart from all impaired the integrity of the Mortgaged Premises as a single, or municipal requirement. Borrower has not by act or omission Mortgage or any interest therein to fulfill any governmental Premises shall rely on any property not covered by this building or improvement; and no improvements on the Mortgaged requirement for the existence and operation of such property, interest therein to fulfill any municipal or governmental to rely on the Mortgaged Premises or any part thereof or any or other improvements on property not covered by this Mortgage Borrower has not by act or omission permitted any building 2.8 Independence of the Mortgaged Premises.

access to the Mortgaged Premises, and other on-site and off- site improvements necessary for the present and contemplated uses and operation of the Mortgaged Premises and for service by utilities have been completed, are serviceable and have been accepted or approved by appropriate governmental bodies.

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secured by this Mortgage; provided, however, that Lender shall not pay such taxes, assessments or other charges without first giving Borrower ten (10) days' prior written notice of its intention to pay such taxes, assessments or other charges, except that Lender shall have no obligation to give such prior written notice to Borrower in the event that (a) Lender has commenced a proceeding to foreclose this Mortgage pursuant to the terms and provisions hereof, or (b) immediate payment is necessary in order to prevent a tax sale of the mortgaged premises. Borrower shall have the right to contest the amount or validity of any such tax, assessment or other similar charge by appropriate legal proceedings if: (1) the legal proceedings shall operate to prevent the collection of such taxes, assessment or other similar charge so contested and the sale of the mortgaged premises or any part thereof to satisfy the same, and (ii) Borrower (unless such taxes, assessment or other similar charge have been paid in full under protest) shall deposit with Lender or with the appropriate court or other governmental authority or title insurance company satisfactory to Lender an amount, with such subsequent additions thereto as may be necessary, sufficient in Lender's reasonable opinion to pay such taxes, assessment or other similar charge, together with all estimated interest and penalties in connection therewith, and all charges that may be assessed in said legal proceedings against, or may become a charge on, the mortgaged premises.

(a) Borrower shall pay to Lender, concurrently with and in addition to each monthly installment payable on the Note, such amount as Lender from time to time estimates will be required to maintain thereafter a balance from which to pay taxes, assessments and other governmental liens or charges against the mortgaged premises at least thirty (30) days prior to the date on which the same become delinquent or past due. Borrower shall procure and deliver to Lender in advance statements for such charges. Payments for such purposes may be made by Lender at its discretion, even though subsequent owners of the mortgaged premises may benefit there- by. Lender shall not be a trustee of such funds, and such funds received pursuant to the foregoing may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon demand by Lender, Borrower shall deliver and pay over to Lender from time to time such additional sums or such additional security as are necessary to make up any deficiency in the amount necessary to enable Lender to fully pay any of the items hereinabove mentioned as they become payable. If any Event of Default (as herein- after defined) occurs under the terms of this Mortgage, any part or all of the balance of said amounts received by Lender pursuant to the foregoing may be applied to any part of the indebtedness secured hereby in the discretion of Lender and

## (2) Tax Escrow Payments.

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(a) "All-Risk" casualty insurance policies insuring the buildings, structures, improvements and fixtures now existing or hereafter constructed upon the Mortgaged Premises against all loss or damage occasioned by casualties which,

(1) Required coverage. Borrower shall procure, deliver to, and maintain for the benefit of Lender as an additional insured to the extent of the balance of the indebtedness secured hereby during the continuance of this Mortgage and until the same is fully satisfied and released, the following insurance policies:

### 3.3 Insurance and Insurance Deposits.

The conditional waiver of tax deposits contained in this Section 3.2(2)(b) is personal to the Borrower and shall not be effective in the event of any transfer of title to all or any part of the Mortgaged Premises or of any transfer of the beneficial interest under Trust Agreement No. 4413 unless such a transfer is permitted in accordance with Section 3.5(3) hereof.

(iv) Borrower shall promptly provide to Lender satisfactory evidence of timely payment of all taxes and assessments.

(iii) All taxes and assessments shall be paid when due and before penalty attaches; and

(ii) No sale, transfer, conveyance or assignment of Borrower's interest in the Mortgaged Premises or of the beneficial interest in Borrower shall have occurred, except for a transfer permitted pursuant to the terms and provisions of Section 3.5(3) hereof;

(i) No Event of Default by Borrower shall have occurred under this Mortgage, the Note secured hereby, or any other loan document which has not been cured in a manner reasonably satisfactory to Lender;

(b) Notwithstanding the provisions of Section 3.2(2)(a) above, Lender shall not require Borrower to make monthly deposits for taxes and assessments as long as there is strict compliance with the following requirements:

In refunding any part of said amounts Lender may deal with whomever is represented to be the owner of the Mortgaged Premises at that time. The obligations of Borrower pursuant to covenants contained in this Mortgage relating to taxes and assessments shall not be affected by this subsection 3.2(2) or payments made pursuant hereto, except to the extent that said obligations have actually been satisfied by compliance with this subparagraph.

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and the National Flood Insurance Act of 1986, whichever is less; full amount of the indebtedness secured hereby or the maximum limit of coverage available for the Mortgaged Premises under full, by flood insurance in an amount at least equal to the covered, until all sums secured hereby have been repaid in hazard area, Borrower will keep the buildings and improvements States Department of Housing and Urban Development as a flood area which has been identified by the Secretary of the United States (f) If the Mortgaged Premises are located in an

ment and a combined single limit of at least \$1,000,000.00; property damage coverage with a broad form coverage endorsement (e) Comprehensive general public liability and

to preclude the Borrower from being a co-insurer; to Lender, but in any event in such amount as is necessary vandalism and malicious mischief in an amount satisfactory included in so-called "extended coverage" policies and against against loss or damage by fire and other hazards presently after sometimes collectively referred to as "the equipment" to and any replacements and substitutions therefor (herein- described in Section 5 hereof and in EXHIBIT B attached here- (d) Insurance on the items of tangible property

improvements arising out of a peril covered thereunder; also to insure against physical damage to such buildings and Premises, in an amount satisfactory to Lender, such policies in the buildings and improvements forming part of the Mortgaged any centralized heating or air-conditioning systems located piping and machinery, if any, and all major components of (c) Insurance covering pressure vessels, pressure

hereafter forming part of the Mortgaged Premises; from the operation and rental of all improvements now or Two Million, One Hundred Sixty Thousand Dollars (\$2,160,000.00) initial amount required of such insurance is agreed to be amount equal to not less than one year's gross revenue (the policies referred to in Subsection 3.3(1)(a) above, in an arising out of the perils insured against in the policy or (b) Rent Loss Insurance insuring against loss

time to time. for depreciation, as reasonably determined by Lender from buildings, structures and improvements, without deduction hundred percent (100%) of the full replacement cost of such The amount of such insurance shall be not less than one in the county in which the Mortgaged Premises are located. for buildings, structures, and improvements of like character under good insurance practice, are commonly insured against



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(a) In the event of any loss or damage to any part of the Mortgaged Premises, Borrower shall give prompt notice thereof to Lender, and Lender may make proof of such loss or damage if the same is not promptly made by Borrower or if the Lender deems it desirable to do so. In

(3) Application of Loss Proceeds.

policy or policies apply to the Mortgaged Premises. or in the purchaser at a foreclosure sale insofar as such or policies of insurance then in force shall vest in Lender all right, title, and interest of Borrower in or to any policy proceeding hereunder is successfully maintained by Lender, ness secured hereby. If any foreclosure action or other thereon as further security for the payment of the indebted-stitute an assignment to Lender of all unearned premiums policy of insurance hereunder or renewals thereof shall con-be secured by this Mortgage. The delivery to Lender of any with interest as described in Section 2.6 hereof, and shall by Lender shall become immediately due and payable by Borrower and pay the premiums due therefor, and any amounts so paid required pursuant to the terms and provisions of this Mortgage tion, procure any insurance required hereunder in the amounts requirements of this Section 2.3, Lender may, in its discre-pany or agent. Upon Borrower's failure to comply with the or invoices therefor to be marked "paid" by the issuing com-to the expiration dates thereof, said policies and renewals of such policy or policies at least thirty (30) days prior ance required hereunder, and will deliver to Lender renewals pay when due any premiums on any policy or policies of insur-or endorsements acceptable to Lender. Borrower shall promptly ment cost and agreed amount endorsements or equivalent clauses endorsement, a waiver of subrogation endorsement, and replace-Lender, with loss payable to Lender, a lender's loss payable non-contractary standard mortgagee clause acceptable to shall be kept on deposit with Lender, and shall contain a companies, and in such amounts as may be acceptable to Lender, required hereunder shall be in such form, issued by such (2) Form of Policies. All policies of insurance

(g) Such other insurance on the Mortgaged Premises, the buildings and improvements forming a part thereof and the Equipment (and any replacements or substitutions therefor) and in such amounts as may from time to time be reason-ably required by the Lender against other insurable hazards and perils which at the time are commonly insured against for buildings, structures, improvements and equipment of like character in the county in which the Mortgaged Premises are located, due regard being given to the height and type of the buildings and improvements, and their construction, location, use and occupancy.

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(1) Lender shall have approved the plans and specifications for the restoration of the damaged property, the contract for such restoration, and the contractor who

(b) With respect to any insurance proceeds which are made available by Lender to Borrower for the purpose of restoration of buildings, structures, improvements or equipment as provided in Section 3.3(3)(a) above, Borrower agrees that such insurance proceeds shall be disbursed by Lender only pursuant to such terms and conditions as Lender may impose, including the following:

(2) any affected insurance company is authorized and directed to make payment thereof directly to Lender to the extent of the full amount of the remaining unpaid indebtedness secured hereby; (1) all proceeds of insurance shall be payable to Lender to the extent of the full amount of the remaining unpaid indebtedness secured hereby; and (3) Lender is authorized and empowered to settle, adjust or compromise any claims for loss, damage, or destruction under any policy or policies of insurance. Borrower agrees to execute (and to cause its beneficiary or beneficiaries from time to time to execute), upon demand by Lender, all receipts, vouchers, releases and other instruments which may be necessary or desirable in aid of the aforementioned authorizations. All insurance proceeds received with respect to any single loss in an amount of five hundred thousand dollars (\$500,000.00) or less shall be paid over to Borrower, pursuant to the terms and conditions of sub-section 3.3(3)(b) below. All insurance proceeds received with respect to any single loss in an amount exceeding five hundred thousand dollars (\$500,000.00) may, at the sole discretion of Lender, be: (a) applied to the restoration, repair, replacement or rebuilding of the Mortgaged Premises; or (b) applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable); or (c) paid over to the Borrower, on the terms and conditions stated in sub-section 3.3(3)(b) hereof, to be used to repair the buildings, structures, improvements or equipment, or to build or install new ones in their place, or for any other purpose or object satisfactory to the Lender, without affecting the lien of or the priority of the lien of this mortgage for the full amount of the indebtedness secured hereby before such payment took place. The Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. If Lender elects or is required to make such insurance proceeds available for repair, restoration or rebuilding of the Mortgaged Premises, any portion of such proceeds not needed or used in such repair, restoration, rebuilding or building shall be applied to the payment of the indebtedness secured hereby, as provided above.

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(7) Lender shall be given not less than seven (7) days' prior notice of any draw request;

(6) The improvements to be repaired and restored shall be at least equal in value and general utility to the improvements which were damaged or destroyed;

(5) If the contract price for the work to be done exceeds the sum of \$50,000, or if the work is done in nature or includes structural work, such work shall, at Lender's election, be performed under the supervision of a registered architect or engineer engaged by Borrower (or who is an employee or beneficiary);

(4) There shall be no existing default under the loan secured by this mortgage or any other loan from Lender to Borrower, whether monetary or non-monetary, and there shall have been no monetary default under the loan secured by this mortgage or any other loan from Lender to Borrower during the twelve-month period immediately preceding the damage in question, nor shall there have been any forbearance program commenced in connection with the loan secured by this mortgage or any other loan from Lender to Borrower during such twelve-month period, and there shall then exist no forbearance program or request for the same;

(3) Prior to any disbursement, Lender shall have received such documentation in the form of contractors' affidavits, lien waivers and title insurance endorsements as Lender may reasonably consider necessary to establish that all of the work done has been completed in accordance with approved plans and specifications; that the sum or sums requested are justly required to reimburse Borrower for payment by Borrower to, or is justly due to, contractors, subcontractors, materialmen, architects and engineers and other persons who have rendered services or furnished materials, and that the amounts of insurance proceeds remaining after each such payment will be sufficient to pay for completion of all work;

(2) In the event the contract price for such restoration shall be in excess of the amount of the proceeds, the payment of such excess amounts shall be the responsibility of Borrower, and Borrower shall have made provisions reasonably satisfactory to Lender for the payment of such excess; and

will perform such restoration, which approvals will not be unreasonably withheld or delayed; and

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(c) If Lender at any time shall apply insurance proceeds against the indebtedness secured hereby as provided in Section 3.3(3)(a) above, the monthly installments of principal and/or interest payable pursuant to the Note shall be appropriately adjusted to reflect the reduction in the principal amount of said indebtedness, but using the same interest rate and amortization period as is reflected in the terms of the Note.

(14) If applicable local law requires that a certificate of occupancy be issued before the restored improvements may be occupied, Borrower shall deliver such certificates of occupancy as a condition to disbursement of the final draw.

(13) All unexpended insurance proceeds remaining after completion of all work of repair and restoration shall be either retained by Lender and applied in reduction of the indebtedness secured hereby, or paid over to Borrower, at Lender's election; and

(12) If Lender elects to have insurance proceeds disbursed through an escrow with a title insurance company, Borrower shall comply with all conditions for disbursement imposed by such escrowee, and shall pay all escrow and title charges and fees;

(11) The amount of insurance proceeds to be disbursed by Lender shall be net of the cost to Lender of adjusting and collecting such proceeds, including reasonable attorneys' fees and costs incurred by Lender in inspecting the work and reviewing plans and specifications and documentation furnished with each draw request;

(10) Prior to beginning necessary repair and restoration work, Borrower shall obtain and have in force such builder's risk, workmen's compensation and additional liability insurance as Lender may reasonably require, which insurance shall be kept in force until satisfactory completion of all work;

(9) No lease affecting any portion of the Mortgaged Premises immediately prior to the casualty shall have been cancelled or shall contain any still-exercisable right to cancel, as a result of such casualty;

(8) All restoration and repair work shall be completed within twelve (12) months from the date of occurrence of the casualty, unless Lender agrees to any longer period;

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## (4) Insurance Escrow Payments.

(a) Borrower shall pay to Lender, on dates on which interest under the Note is payable, such amounts as Lender from time to time estimates to be necessary to create and maintain a reserve fund from which to pay premiums as the same become due, for insurance as herein covenanted to be furnished by Borrower. Borrower shall procure and deliver to Lender in advance statements for such charges. Payments for such purposes may be made by the Lender at its discretion, even though subsequent owners of the mortgaged premises may benefit thereby. Lender shall not be a trustee of such funds, and such funds received pursuant to the foregoing may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. If any Event of Default occurs under the terms of this Mortgage, any part or all of the balance of said amounts received by Lender pursuant to this Subsection 3.3(4) may be applied to any part of the indebtedness secured hereby in the discretion of Lender and in refunding any part of said amounts Lender may deal with whomever is represented to be the owner of the mortgaged premises at that time. The obligations of Borrower pursuant to covenants contained in this Mortgage relating to insurance shall not be affected by this Subsection 3.3(4) or payments made pursuant hereto, except to the extent that said obligations have actually been satisfied by compliance with this Subsection.

(b) Notwithstanding the provisions of Section 3.3(4)(a) above, Lender shall not require Borrower to make monthly deposits for insurance premiums as long as there is strict compliance with the following requirements:

(1) No Event of Default by Borrower shall have occurred under this Mortgage, the Note secured thereby, or any other Loan document which has not been cured in a manner satisfactory to Lender;

(2) No sale, transfer, conveyance or assignment of Borrower's interest in the mortgaged premises or of the beneficial interest in Borrower shall have occurred, except for a transfer permitted pursuant to the terms and provisions of Section 3.5(3) hereof;

(3) All insurance premiums shall be paid when due; and

(4) Borrower shall promptly provide to Lender satisfactory evidence of timely payment of all insurance premiums.



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The conditional waiver of insurance deposits contained in this Section 3.3(4)(b) is personal to the Borrower and shall not be effective in the event of any transfer of all or any part of the Mortgaged Premises or of any transfer of the beneficial interest under Trust Agreement No. 44143 unless such a transfer is permitted in accordance with Section 3.5(3) hereof.

3.4 Maintenance, Repairs and Restoration: Compliance with Laws.

(1) Maintenance and Repair. Borrower shall keep and maintain the Mortgaged Premises in good order, condition and repair and will make, regardless of the sufficiency of insurance proceeds, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen, repairs, restorations and maintenance, including any replacement, necessary or appropriate including, without limitation, repairs of damage or destruction caused by fire or other casualty or as the result of any taking under the power of eminent domain. Borrower shall give Lender prompt written notice of any damage or destruction to the Mortgaged Premises caused by fire or other casualty. Borrower will suffer or commit no waste to the Mortgaged Premises or any portion thereof. All repairs and maintenance required of Borrower must satisfy Lender as being of first-class quality and shall in all respects be in compliance with all matters and things provided in Subsection 3.4(2) below; and with respect to any such proposed action, Borrower shall comply with all requirements which may reasonably be imposed by Lender, including, without limitation, the furnishing of additional title insurance against liens, architectural inspections and certificates, and the furnishing of security guaranteeing the completion of all such work. Borrower shall not cause, suffer or permit the construction of any building, structure or improvement on the Mortgaged Premises without the prior written consent of the Lender to the proposed action as well as to the plans, and specifications relating thereto. None of the buildings, structures or capital improvements now or hereafter erected or located on the Mortgaged Premises shall be removed, demolished or substantially or structurally altered in any respect, without the prior written consent of Lender. Borrower shall, however, have the right, at any time and from time to time, to remove and dispose of any equipment or appliance which may have become obsolete or unfit for use or which is no longer useful in the operation of said Mortgaged Premises, provided Borrower promptly replaces any such equipment or appliance so removed or disposed of with other equipment and appliances, of at least equal usefulness and quality, subject to the lien and security interest of this Mortgage and free of superior or pari passu title, security interest, liens or claims. Lender and any person authorized by Lender shall



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(2) Prohibition on Transfer of Ownership and Beneficial Interests. Except as specifically permitted pursuant to the terms and conditions of Subsection 3.5(3) below, it shall constitute an Event of Default hereunder, and Lender,

(1) Beneficiary. Borrower covenants and represents that, as of the date hereof, the sole beneficiary of Borrower, with sole power of direction over Borrower, is Niles Properties ("Beneficiary"), an Illinois limited partnership, the sole general partners of which are Joseph J. Freed and Niles Properties, Inc., an Illinois corporation (collectively, the "General Partners"). Borrower has been appropriately directed to, and Borrower shall, give prompt written notice to Lender and obtain the consent of Lender before acting upon or executing: (i) any direction to convey, assign or transfer any legal or beneficial interest in the Mortgaged Premises or in the beneficial interest of Borrower to any third party; or (ii) any contract, lease, option or mortgage to accomplish such conveyance, assignment or transfer.

3.5 Sale, Assignment, Further Encumbrance and Other Liens and Charges.

Borrower will not initiate or acquiesce in any zoning variation or reclassification of the Mortgaged Premises or any part thereof without Lender's prior written consent.

Lien of this Mortgage. Borrower may in any way have or take parity with or priority over the become a charge or lien upon the Mortgaged Premises or which Lender's opinion may be awarded or assessed and which may any fines, penalties, charges and interest thereon which in necessary by Lender, sufficient in Lender's opinion to pay subsequent additions thereto as may reasonably be deemed shall have deposited with the Lender an amount, with such Premises by any governmental authority, and (ii) Borrower and shall operate to prevent the taking of the Mortgaged legal proceedings shall be prosecuted with diligence by Borrower and shall operate to prevent the taking of the Mortgaged such laws, ordinances, rules, regulations and other requirements by appropriate legal proceedings, so long as: (i) such legal proceedings shall be prosecuted with diligence by Borrower and shall operate to prevent the taking of the Mortgaged respect to the use or occupation thereof. Borrower shall to the Mortgaged Premises and each portion thereof and with and regulations of all governmental authorities with respect future laws, ordinances, rules, regulations and other requirements, including, without limitation, Environmental Laws, affecting the Mortgaged Premises and with all present and comply or cause compliance with all covenants and restrictions (2) Compliance with Laws. Borrower shall promptly

have the right, but not the obligation, to enter upon and inspect the Mortgaged Premises at all reasonable times.

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at its election, shall have the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest under the Note, together with a prepayment premium as provided in the Note, to be immediately due and payable without notice to Borrower, it, without the prior written consent of Lender:

(a) Borrower shall sell, contract to sell (on an installment basis or otherwise), transfer, convey, or assign the legal title to all or any portion of the mortgaged premises, whether by operation of law, voluntarily or otherwise; or

(b) Beneficiary shall sell, contract to sell (on an installment basis or otherwise), transfer, convey, or assign the beneficial interest, or any part thereof, under the Trust Agreement (including a collateral assignment thereof), whether by operation of law, voluntarily or otherwise; or

(c) Joseph J. Freed shall at any time cease to be the managing general partner of Beneficiary or shall cease to own at least fifty-one percent (51%) of the general partners' interest in the profits and losses of Beneficiary (it being agreed and acknowledged that the general partners currently own an 82.92% interest in the profits and losses of Beneficiary, with Joseph J. Freed owning an 82.67% interest and Niles Properties, Inc. owning a 0.25% interest); or

(d) A controlling interest in the stock of any corporate general partner shall be sold or transferred to any person or entity other than another general partner named in Section 3.5(1) hereof.

In connection with Lender giving its consent to any sale, assignment or other transfer referred to in (a), (b), (c) or (d) above, Borrower agrees that:

(1) Lender's right to consent or not to consent to such sale, assignment or transfer shall be in Lender's sole and unfettered discretion;

(11) If Lender gives its consent to any such sale, assignment or transfer, such buyer, assignee or transferee shall agree to perform all obligations hereunder of his or its seller, assignor or transferor, subject to the provisions of Section 9.1 hereof (and to Section 9.2 hereof if such buyer, assignee or transferee is a trustee under an Illinois land trust), and this Mortgage shall be amended to evidence such transfer or assignment and such agreement by the buyer, assignee or transferee;

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(iii) In connection with any sale or transfer made pursuant to this Subsection 3.5(2) which is approved by Lender, Borrower shall, prior to making such sale or transfer, pay to Lender the sum of one Hundred Eighty Thousand Dollars (\$180,000.00);

(iv) Whether Lender consents to any proposed sale, assignment or transfer or not, Borrower shall reimburse Lender for all of Lender's out-of-pocket expenses for reasonable legal fees and other costs which Lender may incur in connection with such transfer, conveyance or assignment; and

(v) If Lender approves any such sale, assignment or transfer, no buyer, assignee or transferee shall have any further right to sell, assign or transfer any interest as described in Subsection 3.5(2)(a), (b), (c) or (d) above without first obtaining Lender's prior written consent and satisfying the provisions of (i) through (iv) above of this Subsection 3.5(2)(d).

(3) Permitted Transfers of Ownership and Beneficial Interests. Notwithstanding the provisions of Subsection 3.5(2), Lender shall have no right to accelerate the maturity of the Note in the event of the occurrence of any of the following transfers:

(a) Any limited partner, of Beneficiary, including Joseph J. Freed, may sell, assign or transfer all or part of his or her or its limited partnership interest;

(b) Provided that Joseph J. Freed shall remain the managing general partner of Beneficiary and shall continue to own not less than fifty-one percent (51%) of the General Partners' interest in Beneficiary, said Joseph J. Freed may sell, assign or transfer portions of his interest as general partner in Beneficiary to any party, but such buyer, assignee or transferee shall be a limited partner, and not a general partner, in Beneficiary;

(c) Provided that Joseph J. Freed shall remain the managing general partner of Beneficiary, said Joseph J. Freed shall have the right, in connection with his estate planning, to transfer all or portions of his interest as general partner in Beneficiary (including the minimum 51% interest referred to in Subsection 3.5(3)(b) above) to (i) his spouse, parent or child (including a legally adopted child), grandchild, brother or sister, or to (ii) a trust established for the benefit of his spouse, parent or child (including a legally adopted child), grandchild, brother or sister. Such transferee shall be a limited partner, and not a general partner, of Beneficiary; and

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(d) The death of an individual (non-corporate) general partner, so long as the Beneficiary is not dissolved and its business is continued by the surviving General Partners.

Borrower agrees and covenants, in connection with any sale, transfer or assignment referred to in the Subsection 3.5(3), to (i) deliver to Lender prior written notice of any such sale, assignment or transfer and (ii) reimburse Lender for all of Lender's out-of-pocket expenses for legal fees and other costs which Lender may incur in connection with such sale, assignment or transfer.

(a) Prohibition on Further Encumbrances. (a) Borrower covenants and agrees that this Mortgage is and will be maintained as a valid first lien on the Mortgaged Premises, and that Borrower will not, without the prior written consent of Lender, except as provided in (b) below, directly or indirectly, create, suffer or permit to be created or filed against the Mortgaged Premises, or any portion thereof, or against the rents, issues and profits therefrom, or against the beneficial interest in Borrower, any mortgage lien, security interest, or other lien or encumbrance superior or inferior to the beneficial interest in Borrower, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable without notice to Borrower except as provided for in Section 6.1(3) hereunder, together with a prepayment premium as provided in the Note.

(b) Notwithstanding the provisions of paragraph (a) above of this Subsection 3.5(4), Borrower shall have the right to execute and deliver a second mortgage covering the Mortgaged Premises, which second mortgage shall be junior and subordinate in all respects to the lien of this instrument and shall mature not earlier than the Maturity Date of the Note, provided that (i) not less than thirty (30) business days prior to execution and delivery of such second mortgage Borrower shall advise Lender of the amount, interest rate and term of such proposed second mortgage and the identity of the proposed lender, and Lender shall have approved such proposed lender, (ii) no Event of Default as provided herein shall have occurred which has not been cured as of the time of making such second mortgage, (iii) no sale, transfer, conveyance or assignment of the Mortgaged Premises, the beneficial interest in Borrower or any partnership interest in which Beneficiary shall have occurred except as permitted pursuant

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(6) Mechanic's Liens. Utility Charges. Borrower shall keep and maintain the Mortgaged Premises free from all liens and encumbrances, whether claimed by operation of law or by virtue of any expressed or implied contract, of persons supplying labor or materials, or both of them, entering into the construction, modification, repair, restoration or maintenance of the Mortgaged Premises or any portion thereof. If any such liens shall be filed against the Mortgaged Premises, Borrower agrees to discharge the same of record within thirty (30) days after Borrower has notice thereof, provided, however, Borrower shall have the right, at Borrower's sole expense, to contest the validity of any such liens asserted by persons allegedly supplying such labor and materials by appropriate legal proceedings so long as: (i) such legal proceedings shall be diligently prosecuted and shall operate to prevent the collection of such liens so contested and the sale of the Mortgaged Premises or any part thereof to satisfy the same; and (ii) Borrower shall deposit an amount reasonably satisfactory to Lender, to be held by Lender without the payment of interest or to be held by an appropriate court or other governmental authority or title insurance company satisfactory to Lender, in any case until such contested liens are removed of record or are satisfied. Borrower shall pay promptly, when due, all charges for utilities or services, including without limitation any charges for electricity,

(5) Consent Not a Waiver. Any consent by Lender, or any waiver by Lender of an event of default as provided in Subsections 3.5(2), 3.5(3) or 3.5(4) hereof, shall not constitute a consent to, or a waiver of any right, power, privilege, option or remedy of the Lender upon, a subsequent event of default under Subsections 3.5(2), 3.5(3) or 3.5(4).

to Subsection 3.5(3) hereof, and (iv) Borrower, before executing and delivering such second mortgage, shall deliver to Lender evidence reasonably satisfactory to Lender (including budgets and operating statements of the Property which are reasonably satisfactory to Lender) that Borrower's net income (as determined by Lender) from the Mortgaged Premises for the 12-month period immediately following the date of execution of such second mortgage, before deduction for income tax and depreciation, shall be equal to not less than one hundred ten percent (110%) of the sum of (A) the total payments of principal and interest due on the Note during such 12-month period and (B) the total payments of principal and interest due on the second mortgage indebtedness during such 12-month period. As used in this paragraph, the term "net income" means the aggregate rental income from the Mortgaged Premises, less the normal expenses of operation and real estate taxes (payable on an accrual basis) payable with respect to the Mortgaged Premises. Borrower shall pay all costs of Lender, including reasonable attorney's fees, incurred in connection with any such secondary financing.



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gas, water and sewer, and all license fees, rents and other charges for the use of vaults, canopies or other appurtenances to the Mortgaged Premises. If Borrower fails to pay promptly all such charges described above, Lender may, but shall not be obligated to, pay same and any amounts so paid by Lender shall become immediately due and payable by Borrower with interest as described in Section 6.6 hereof and shall be secured by this Mortgage. Borrower agrees that Lender is under no obligation to inquire into or establish the validity of any liens or claims of lien or interest before making advances to satisfy or settle all or any part of said claims.

(7) Legal Proceedings. If any civil action or proceeding shall be instituted to evict Borrower or recover possession of the Mortgaged Premises or any part thereof or for any other purposes affecting the Mortgaged Premises or this Mortgage, Borrower will, promptly upon service thereof on or by Borrower, deliver to Lender a true copy of each petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such civil action or proceeding.

(8) Reasonableness of Provisions. With respect to the provisions of Sections 3.5(2), 3.5(3) and 3.5(4), Borrower acknowledges that, in determining whether to make the loan secured hereby, Lender has examined the credit-worthiness of Borrower and its beneficiary, found it acceptable and relied upon same as the means of repaying the loan. Lender also evaluated the background and experience of Borrower and its beneficiary in owning and operating property such as the Mortgaged Premises, found them acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Premises which is Lender's security for the loan. Borrower's beneficiary is well-experienced in borrowing money and owning and operating property such as the Mortgaged Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and provisions of the loan, including this provision. Borrower recognizes that Lender 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 of a loan, the security for which is purchased by a party other than the original Borrower. Borrower and Borrower's beneficiary further recognize that any secondary or junior financing placed upon the Mortgaged Premises (1) may divert funds which would otherwise be used to pay the Note, (2) could result in acceleration and foreclosure by any such junior lender which would force Lender to take measures and incur expenses to protect its security, (3) would detract from the value of the Mortgaged



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(2) Lender shall have the power to: (i) institute, become a party to, and maintain such civil actions and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Premises by any acts which may be unlawful or in violation of this Mortgage; (ii) preserve and protect its interest in the Mortgaged Premises and in the rents, issues, profits and revenues arising therefrom; and (iii) restrain the enforcement of or compliance with any legislative or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of the Lender, and all reasonable costs and expenses incurred by the Lender in connection therewith (including, without

hereunder, at the election of Lender also constitute an event of default hereby, it being understood that any such impairment shall this Mortgage for the payment of the indebtedness secured consent of Lender in any other manner impair the security of the foregoing, Borrower will not without the prior written Event of Default under this Mortgage. Without limitation of making thereof shall at the election of Lender constitute an shall be null and void and of no force and effect, and the such assignment made without Lender's prior written consent Premises without the prior written consent of Lender. Any the rents, income or profits arising from the Mortgaged to Subsection 3.5(4) hereof, assign, in whole or in part, lien hereof or with a junior financing it permitted pursuant hereof, Borrower shall not, except in connection with the (1) Without limitation of any other provisions

3.6 Impairment of Security.

In recognition of such considerations and for the purposes of (1) protecting Lender's security, both of the repayment by Borrower and value of the Mortgaged Premises, (ii) giving Lender the full benefit of its bargain and contract with Borrower, (iii) allowing Lender to raise the interest rate and/or collect assumption fees and (iv) keeping the Mortgaged Premises free of any subordinate financing liens, Borrower has agreed to the provisions of Subsections 3.5(2), 3.5(3) and 3.5(4), and agrees that it such provisions may be deemed a restraint on alienation, then they are reasonable restraints on alienation.

Premises should Lender come into possession thereof with the intention of selling same, and (4) would impair Lender's right to accept a deed in lieu of foreclosure, as a foreclosure by Lender would be necessary to clear title to the Mortgaged Premises.

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(b) The amount of space demised shall not exceed fifteen thousand (15,000) square feet;

(a) The term of any such lease or lease renewal shall not exceed five (5) years;

(3) Borrower will not, and no beneficiary of Borrower will, without the prior written consent of Lender, which approval shall not unreasonably be withheld, enter into any new lease or lease renewal of any part of the Mortgaged Premises, except for leases or lease renewals which comply with the following conditions (and which, so long as they satisfy such conditions, do not require Lender's prior approval):

(2) Borrower will, upon request from Lender from time to time: (i) furnish to Lender a statement in such reasonable detail as Lender may request, certified by Borrower or its beneficiary, of all leases and subleases relating to the Mortgaged Premises; and (ii) furnish to Lender the original or duplicate original executed counterparts of any and all such leases and subleases.

(1) Borrower shall observe and perform all covenants, conditions, and agreements in any lease (including, without limitation, the Parking Lease dated June 1, 1987, by and between Commonwealth Edison Company as Landlord and Borrower as Tenant whereby Borrower leases from Commonwealth Edison Company certain land adjacent to the Mortgaged Premises for parking purposes) now or hereafter affecting the Mortgaged Premises, or any portion thereof, on the part of Borrower or its beneficiary to be observed and performed. If Borrower shall default in the performance of any of the terms, covenants, conditions or obligations imposed upon Borrower or its beneficiary by any such lease and such default would give the lessee the right to terminate or cancel said lease or make monetary advances and offset the same against future rentals, then, at the option of Lender: (1) the whole of the indebtedness secured hereby, including all advances and payments by Lender hereunder, shall become immediately due and payable and collectible by foreclosure or otherwise with- out notice or demand; and (2) Lender may take such action as Lender deems necessary or advisable to cure such default of Borrower.

### 3.7 Lease Conditions and Assignment of Leases and Rents.

Limitation, reasonable attorneys' fees) shall be paid by Borrower to Lender on demand, with interest at the rate specified in Section 6.6 hereof, and shall be additional indebtedness secured hereby.

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Borrower shall keep or cause to be kept proper books and records with respect to the Mortgaged Premises and operation thereof. Lender shall have the right to examine the books of account of Borrower and Borrower's beneficiary and the statements furnished by Borrower pursuant to this

## 3.8 Books and Records: Financial Statements.

(5) Upon an event of default hereunder and subject to other applicable provisions of this Mortgage, Lender, at its option, is authorized to foreclose this Mortgage subject to the failure to make such lessees parties to any foreclosure proceedings and to foreclose such lessees' rights with not constitute, or be asserted by Borrower to constitute, a defense to any proceedings instituted by Lender to collect the indebtedness secured hereby.

(4) In order to further secure payment of the Note and the observance and performance of Borrower's obligations hereunder, Borrower hereby assigns, transfers and sets over to Lender all of Borrower's right, title and interest in, to and under all of the leases now or hereafter affecting any part of the Mortgaged Premises (except the New Building Site referred to in Section 3.21 below) and in and to all of the rents, issues, profits and other benefits now or hereafter arising from any part of the Mortgaged Premises (except the New Building Site referred to in Section 3.21 below). Unless and until an Event of Default shall have occurred and shall have continued beyond applicable grace or cure periods, if any, contained herein, Borrower shall be entitled to collect the rents, issues, profits and other benefits of the Mortgaged Premises (except as otherwise provided in this Mortgage) as and when they become payable. Borrower shall execute and deliver such further instruments evidencing the assignment of leases and rents, issues, profits and other benefits of the Mortgaged Premises as may reasonably be requested by Lender from time to time. Lender shall be liable to account only for rents, issues, profits and other benefits of the Mortgaged Premises actually received by Lender pursuant to the provisions of this Mortgage.

(d) The lease shall be made upon Borrower's standard written form which has been approved by Lender. With respect to any lease for which Lender's prior approval is required, such approval shall be deemed given if Lender does not give written notice of disapproval to Borrower or Beneficiary within fourteen (14) days after a draft of such proposed lease has been delivered to Lender.

(c) The tenant shall be a third party not related to or affiliated with Borrower or Beneficiary and shall be negotiated on an arms-length basis; and

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Section 3.8 (which books, records and statements, and the data used as a basis for their preparation, shall be kept and preserved for at least three (3) years, but in the event of any dispute, such records shall be retained until the final determination of such dispute) and to discuss the affairs, finances and accounts of Borrower and Borrower's beneficiary and to be informed as to the same by Borrower and Borrower's beneficiary, all at such reasonable times and intervals as Lender may desire. Borrower and Borrower's beneficiary shall keep and preserve its records within one hundred (100) miles of the Mortgaged Premises, and shall permit Lender or its representatives to make copies and excerpts therefrom. Borrower shall furnish to Lender within ninety (90) days following the end of each fiscal year of the Borrower or Borrower's beneficiary a statement of annual income and expenses, in detail satisfactory to Lender, in connection with the Mortgaged Premises, together with a certified rent roll and other supporting data reasonably requested by Lender. Each such statement shall be reasonably detailed, and shall be certified by a general partner of Borrower's beneficiary. Upon Lender's request, and at any time after the occurrence of an event of default which has not been timely cured, the financial statements furnished by Borrower hereunder shall be audited statements prepared by an independent certified public accountant. The fiscal year of Borrower and Borrower's beneficiary currently ends on December 31st of each calendar year. Borrower shall promptly advise Lender of any change in the fiscal year of Borrower or Borrower's beneficiary.

3.9 Management and Use of Premises; Licenses; Compliance with Laws; Prohibition of Certain Liens.

(1) Use of Mortgaged Premises. Borrower shall at all times operate the Mortgaged Premises as a retail shopping center. Borrower represents and covenants that the buildings located upon and forming part of the Mortgaged Premises are fully equipped in a manner appropriate for such operation, and Borrower shall, from time to time and as is necessary, and appropriate, maintain, replace and repair such equipment as is necessary to operate the Mortgaged Premises in the same way as they are now being operated. Borrower shall not hereafter acquire any fixtures, equipment, furnishings or apparatus covered by this Mortgage subject to any security interest or other charge or lien having priority with or priority over the lien of this Mortgage. At no time shall Borrower file a declaration of condominium affecting the Mortgaged Premises or take any other steps to convert the Mortgaged Premises or subject the Mortgaged Premises to the jurisdiction of the Illinois Condominium Act or any successor statute.

(2) Licenses and Compliance with Laws. Borrower shall at all times be, and cause the Mortgaged Premises to

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(2) In the event it is hereafter claimed that any tax or other governmental charge or imposition is due, unpaid or payable by Borrower or Lender upon the indebtedness (other than income tax on the interest or prepayment fee receivable by Lender with respect thereto), including any recording tax, documentary stamps or other tax or imposition on the Note or this Mortgage, or any other instrument securing the indebtedness secured hereby, Borrower will forthwith pay

(1) In the event of the passage after the date of this Mortgage of any law of the State of Illinois, the United States of America, or any other governmental authority deducting from the value of real estate for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages or the manner of collection of any such taxation so as to adversely affect the yield of the debt secured by this Mortgage, the holder of this Mortgage shall have the right to give one hundred twenty (120) days' written notice to Borrower requiring the payment of the debt secured hereby, and said debt shall become due and payable immediately upon the expiration of said one hundred twenty (120) days; provided, however, that such requirement of payment shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder, without any penalty thereby accruing to Lender and the indebtedness secured hereby, and if Borrower does pay such tax prior to the date upon which payment is required by such notice.

### 3.10 Taxes on Lender.

(3) Acquisition of Personality. Borrower shall not make, suffer or permit, without the prior written consent of Lender, any purchase, conditional sale, lease or agreement (except those made by a tenant) under which title is reserved in the vendor of any fixtures, apparatus, machinery, Equip-ment or personal property to be placed in or upon any of the buildings, structures or improvements on the mortgaged premises. Borrower shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Lender to confirm the validity and priority of the lien of this Mortgage on any fixtures, machinery, apparatus and equipment described herein.

be, in compliance with the representations and covenants stated in Sections 2.5, 2.6, 3.18 and 3.19 hereof.

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(3) Regulation 5. Borrower covenants and agrees that it shall constitute a default hereunder if any of the proceeds of the loan for which the Note is given will be used, or were used, as the case may be, for the purpose (whether immediate, incidental or ultimate) of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation 6 of the Board of Governors of the Federal Reserve System (12 CFR Part 207) or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose.

(2) Agency. All agreements between Borrower and Lender (including, without limitation, those contained in this Mortgage, the Note and any other Loan Documents) are expressly limited to that in no event whatsoever shall the amount paid or agreed to be paid to the Lender exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. It, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other documents securing the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever, the Lender shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.

(1) Business Loan. Borrower covenants and agrees that all of the proceeds of the Note secured by this Mortgage will be used solely for business purposes and in furtherance of the regular business affairs of the Borrower and Borrower's beneficiary, and the entire principal obligation secured hereby constitutes: (1) a "business loan" as that term is defined in, and for all purposes of, Section 4(1)(c) of paragraph 6404, Chapter 17 of the Illinois Revised Statutes; and (2) "a loan secured by a mortgage on real estate" within the purview and operation of Section 4(1)(1) of paragraph 6404 of Chapter 17 of said Statutes.

3.11 Use of Loan Proceeds.

such tax, charge or imposition and within a reasonable time thereafter deliver to Lender satisfactory proof of payment thereof.

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3.14 Indemnity: Payment of charges. Borrower shall promptly: (a) pay and discharge any and all license fees or similar charges, with penalties and interest thereon, which may be imposed for the use of any ramps, vaults, chutes, areas and other space adjoining or near the mortgaged Premises; and (b) cure any violation of law and comply with any order of any governmental authority, agency or instrumentality in respect of the repair, replacement or condition of the ramps, sidewalks, curbs or any vaults, chutes, areas or other space described in clause (a) above, adjoining or near said mortgaged Premises. In the event of any default under either (a) or (b) of the preceding sentence, Lender may, but shall not be obligated to, pay any and all such fees or similar charges, with penalties and interest thereon, and the charges for such repair or replacement; and all monies expended by Lender in connection therewith (including, but not limited to, reasonable legal fees and costs) shall become immediately due and payable by Borrower, with interest as described in Section 6.6 hereof until paid, and shall be secured by this Mortgage.

3.13 Recorded Instruments. Borrower shall promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Premises, non-compliance with which might affect the security of this Mortgage or impose any duty or obligation upon Borrower or upon any owner, lessee or occupant of the Mortgaged Premises or any part thereof; and Borrower shall do or cause to be done all things reasonably necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Premises.

3.12 Evasion of Prepayment Premium. In the event that maturity of the indebtedness secured hereby is accelerated by Lender because of an Event of Default hereunder, and a tender of payment is made by or on behalf of Borrower in an amount necessary to satisfy such indebtedness at any time prior to judicial confirmation of a foreclosure sale, such tender shall constitute a prepayment under the Note and shall require payment of the Default Prepayment Premium provided for in the Note and shall be treated as a prepayment thereunder. The Default Prepayment Premium shall be payable at any time that the maturity of the indebtedness secured hereby is accelerated by the holder hereof, regardless of whether the undersigned has the right at such time to make a voluntary prepayment of the indebtedness pursuant to the terms and provisions of the Note.

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(a) Borrower shall diligently attempt to include a "no lien" provision in any property management agreement hereafter entered into by Borrower or its beneficiary with a property manager for the Mortgaged Premises, whereby the property manager waives and releases any and all mechanics' lien rights that he, or anyone claiming through or under him, may have pursuant to Ill. Rev. Stat., ch. 82, par. 1. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Lender's

3.17 Management; Subordination of Property Manager's Lien.

3.16 Additional Acts, Etc. Borrower will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Lender shall reasonably require for accomplishing the purposes of this Mortgage; and the Borrower shall pay the costs of filing fees, recording fees, searches, reasonable attorneys' fees and other costs relating to the foregoing.

(b) Lender shall deliver to Borrower, or to any person designated by Borrower, a written statement executed by Lender stating: (1) the outstanding balance of the indebtedness secured hereby; (2) the date to which interest has been paid; and (3) whether the Lender has knowledge of any defaults by Borrower or Beneficiary hereunder or under any of the Loan Documents.

(a) Borrower shall deliver to Lender, or to any person designated by Lender, a written statement executed and acknowledged in recordable form certifying: (1) that this Mortgage, the Note and the Loan Documents are in full force and effect (or, if there have been modifications, that this Mortgage, the Note and the Loan Documents are in full force and effect as modified and stating the modifications); (2) the date to which the indebtedness and all other charges secured hereby have been paid; (3) that neither Borrower nor Lender is in default under this Mortgage, the Note or the Loan Documents (or, if such a default allegedly exists, stating those claimed); (4) that there are no offsets or defenses to the payment of the sums secured hereby (or, if there are alleged offsets or defenses, specifying such alleged offsets or defenses); and (5) such other information as Lender may reasonably require.

3.15 Estoppel Certificates. At any time and from time to time upon not less than ten (10) days' prior written request:

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(1) any proceeding, investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance (as defined in Section 3.20 below) on, under or about the Mortgaged Premises or the migration thereof to or from adjoining property;

(c) Borrower or Borrower's beneficiary will give prompt written notice to Lender of:

(b) Borrower and Borrower's beneficiary will keep and maintain the Mortgaged Premises in compliance with, and shall not cause or permit the Mortgaged Premises to be in violation of, any Environmental Law (as defined in Section 3.20 below).

(a) Borrower will not, and Borrower's beneficiary will not, install, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Mortgaged Premises, nor transport to or from the Mortgaged Premises, any Hazardous Substance (as defined below) nor allow any other person or entity to do so except under conditions permitted by applicable laws, regulations and ordinances.

3.18 Environmental Matters; Notice; Indemnity.

(b) Throughout the term of the loan secured hereby, the management of the Mortgaged Premises must be reasonably satisfactory to and approved by the Lender. Otherwise, at the Lender's option, the entire indebtedness secured hereby, including without limitation any prepayment premium applicable under Section II of the Note, shall become immediately due and payable. At any time the management of the Mortgaged Premises is not satisfactory to the Lender, the Borrower shall have an opportunity to obtain approved and satisfactory management prior to any acceleration by the Lender of the loan secured hereby. Any claim for leasing commissions and any management agreement affecting the Mortgaged Premises must be subordinate to the lien of this Mortgage.

request, be recorded with the Recorder of Deeds of the county in which the Mortgaged Premises are located, as appropriate. With respect to the present property manager, Joseph J. Freed & Associates, Inc., Borrower shall cause the said property manager to enter into a subordination agreement with Lender, in recordable form, whereby the property manager subordinates its present and future lien rights and those of any party claiming by, through or under it, to the lien of this Mortgage. Any future property manager shall also enter into such a subordination agreement.

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- (2) all claims made or threatened by any individual or entity against Borrower or Borrower's beneficiary or the Mortgaged Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and
- (3) the discovery by Borrower or Borrower's beneficiary of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Premises which might cause the Mortgaged Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Mortgaged Premises under any Environmental Law.
- (d) Lender shall have the right and privilege to: (1) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the Mortgaged Premises in connection with any Environmental Law; and to (ii) have all costs and expenses thereof (including without limitation Lender's reasonable attorneys' fees and costs) paid by Borrower.
- (e) Borrower shall protect, indemnify and hold Lender and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, cost, expense and liability (including without limitation reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the installation, use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Mortgaged Premises, including without limitation: (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Premises and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the satisfaction, release or extinguishment of the lien of this Mortgage, including without limitation any extinguishment of the lien of this Mortgage by foreclosure or deed in lieu thereof.
- 3.19 Remedial Work. If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, ground-water, surface water or soil vapor at, on, about, under or within the Mortgaged Premises or

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(a) The term "Environmental Law" means and includes, without limitation, any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Mortgaged Premises, including without limitation each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Federal Hazardous Materials Transportation Act; the Toxic Substance Control Act, as amended; the Illinois Environmental Protection Act, as amended; the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency and the County and officers having jurisdiction over the Mortgaged Premises and the use or operation thereof.

(b) The term "Hazardous Substance" means and includes, without limitation:

3.20 Definitions.

portion thereof, Borrower or Borrower's beneficiary shall, within thirty (30) days after written demand for performance by Lender (or within such shorter time as may be required under any applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved in advance by Lender and under the supervision of a consulting engineer approved in advance by Lender. All costs and expenses of such Remedial Work (including without limitation the reasonable fees and expenses of Lender's counsel) incurred in connection with monitoring or review of the Remedial Work shall be paid by Borrower. If Borrower shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, the Lender may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith (including, without limitation, the reasonable fees and expenses of Lender's counsel), shall be paid by Borrower to Lender forthwith after demand and shall be a part of the indebtedness secured hereby.

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(1) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws;

(ii) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) those other substances, materials and wastes which are or become regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyls; (C) designated or listed as a "hazardous substance" pursuant to (311 or (307 of the Clean Water Act (33 U.S.C. Sections 1251 et. seq.); (D) explosive; or (E) radioactive.

3.21 New Building. Borrower reserves the right to construct on the portion ("the New Building Site") of the mortgaged premises depicted in Exhibit C attached hereto a building ("the New Building"), approximately nine thousand (9,000) square feet in floor area. The New Building may be constructed, financed and leased pursuant to the following conditions:

(a) The New Building may be constructed upon the New Building Site only after final building elevation plans ("the Plans") for the New Building have first been submitted to and approved by Lender, which approval rights of Lender shall be limited to a determination that the New Building is aesthetically compatible with the buildings and improvements located on the mortgaged premises, which approval Lender agrees not unreasonably to withhold, and which approval shall be deemed to have been given by Lender if Lender fails to make written objection to the Plans within ten (10) days after the Plans have been received by Lender. The Plans shall be delivered to Lender addressed to the attention of the Real Estate Investment Division - Engineering Section, and Borrower's transmittal shall state that such Plans shall be deemed to be approved by Lender if Lender fails to make written objection to them within ten (10) days after they have been received by Lender;

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below, Borrower shall have the right to place a junior mortgage on the Mortgaged Premises to finance the construction of the New Building, provided that such junior mortgage shall be made only pursuant to, and in compliance with, the terms and conditions of Section 3.5(4) hereof. To secure such junior mortgage loan, Borrower shall have the right to grant to the lender of such junior mortgage loan a first and prior collateral assignment of the landlอร์ด's interest in any and all leases of the New Building and the New Building site and the rents, issues and profits therefrom which interest shall be senior and prior to a collateral assignment of such leases and the rents, issues and profits of the New Building and the New Building site to Lender; provided, however, that:

(b) Subject to the provisions of Section 3.21(c) below, Borrower shall have the right to place a junior mortgage on the Mortgaged Premises including the New Building and the New Building site, and on the rents, issues and profits therefrom, except that a junior lender financing the construction of the New Building shall have a first and prior security interest in the landlอร์ด's interest in the leases and in the rents, issues and profits of the New Building and the New Building site, such first and prior interest to last only so long as the junior mortgage referred to in this Section 3.21(b) has not been released or extinguished in a foreclosure of this mortgage;

(1) Upon the release of such junior mortgage, or upon the extinguishment of such junior mortgage in a foreclosure of this mortgage, Lender shall have a first and prior security interest in such leases and in the rents, issues and profits of the New Building and the New Building site; and

(111) Such junior lender holding such first and prior collateral assignment of the landlอร์ด's interest in leases of the New Building and the New Building site and in the rents, issues and profits therefrom shall (A) in the event of its exercise and implementation of such collateral assignment, perform all of the landlอร์ด's duties and obligations under such leases and (B) in the event of a default in such junior lender's loan, such junior lender shall give Lender notice of such default prior to exercise of the junior lender's collateral assignment of leases and rents regarding the New Building and the New Building site and Lender shall have the right, but not the obligation, to cure such default (any advances made by Lender for the curing of such defaults being a part of the indebtedness secured hereby, with interest thereon at the rate stated in Section 6.6 hereof); and

4.1 If all or any substantial part of the mortgaged premises are damaged, taken or acquired, either temporarily or permanently, as a result of any condemnation proceeding

4. CONDEMNATION AND EMINENT DOMAIN.

Lender agrees, upon request of Borrower or such junior lender, to enter into non-disturbance agreements with the tenants under any leases in which the junior lender has such a prior collateral assignment and which have been approved by Lender (or which do not require Lender's approval, as provided in Section 3.7(j) hereof), agreeing not to terminate such leases or to disturb the occupancy of such tenants upon a foreclosure of this Mortgage, so long as no event of default on the part of such tenants exists under such leases.

(c) At any time that Borrower shall desire to seek additional permanent mortgage financing to pay off and retire a junior construction mortgage as referred to in Section 3.21(b) above, Borrower shall, before seeking such financing from any other lender, advise Lender in writing that it wishes to obtain such financing and of the amount and terms of such financing. If Lender advises Borrower within seven (7) days after Lender's receipt of Borrower's notice that Lender is interested in providing such financing, Borrower and Lender shall enter into good-faith discussions to attempt to agree upon the terms and conditions of such financing, it being understood and agreed, however, that Borrower shall have no obligation to submit a formal application for such financing, and Lender shall have no obligation to provide such financing. If Borrower and Lender are unable, within sixty (60) days after Lender has advised Borrower that it is interested in providing such financing, to agree upon the terms and conditions of such financing and Borrower has not submitted a formal application to Lender for financing, within such 60-day period, Borrower shall then be free to seek such financing from other lenders, subject to the terms and provisions (and provided Borrower complies with such terms and provisions) of Section 3.5(d) hereof. If Borrower obtains such additional permanent financing from any other lender, Lender herein shall have a first and prior interest in the landlord's interest in all leases of the New Building and the New Building Site, and in the rents, issues and profits therefrom, and such junior permanent lender shall have only a junior security interest in such leases, rents, issues and profits, it being intended hereby that Lender's taking a junior and subordinate interest in such leases, rents, issues and profits of the New Building and the New Building Site shall apply only in the case of a junior mortgage granted pursuant to Section 3.21(b) above for the construction of the New Building.

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or by exercise of the power of eminent domain, or by the alteration of the grade of any street affecting the mortgaged premises, or by private agreement or sale in lieu of any of the foregoing, the entire indebtedness secured hereby shall, at Lender's option, become immediately due and payable. As additional security for the payment of the indebtedness secured by this mortgage, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Lender, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Borrower, and the same shall be paid forthwith to Lender. Any award or payment so received by Lender may, at the option of Lender and after the payment of all its expenses in connection with the foregoing proceedings: (a) be retained and applied, in whole or in part, to the indebtedness secured hereby, in such manner as Lender may determine, or (b) be released, in whole or in part and on such terms and conditions and according to such procedures as Lender may require, to Borrower for the purpose of altering, restoring or rebuilding any part of the mortgaged premises which may have been altered, damaged or destroyed as the result of such taking, alteration or proceeding; provided, however, that Lender shall not be obligated to see to the application of any amounts so released, and such release shall not affect the validity and priority of the lien of this mortgage for the full indebtedness secured hereby before the release or payment took place.

For the purposes of this Section 4.1, reference to a "substantial part" of the mortgaged premises means any portion of the land or building, the loss of which, in Lender's reasonable judgment, would materially adversely affect the value of the security granted to Lender hereby.

5. SECURITY AGREEMENT; FINANCING STATEMENT.

5.1 Security Agreement.

(1) Grant of Security Interest. In addition to and not in substitution for any other interest granted herein, Borrower hereby grants to Lender an express security interest in, and mortgages to the Lender, all goods, types and items of property owned by the Borrower which are described in Subsection 5.1(2) below (herein, "the equipment") whether now or hereafter erected on or placed in or upon the mortgaged premises or any part thereof, and all replacements thereof, additions and accessions thereto and products and proceeds



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(a) Transfer or Pledge of the Equipment. Except as permitted under Subsection 3.4(1), Borrower will not sell, assign, pledge, lease or otherwise transfer or encumber the Equipment or any interest therein without the prior written consent of Lender; and Borrower will keep the Equipment free from any adverse lien, security interest, or encumbrance except as permitted under Section 3.5(4)(b). Without limitation or qualification of the foregoing, Borrower shall immediately deliver to Lender all proceeds (cash or non-cash) resulting from any sale, assignment, pledge, lease or other transfer of any part of the Equipment, unless, in respect to each such transfer, Lender shall have agreed otherwise in writing.

(3) Additional Covenants. Borrower further covenants and agrees as follows:

(2) Property Covered. The security interest hereby granted to Lender shall cover the following types or items of property now or hereafter owned by the Borrower and used in connection with, and located upon, the Mortgaged Premises: All property described in EXHIBIT B attached hereto. In addition, Borrower hereby grants to Lender an express security interest in all easements, hereditaments, easements, appendages, licenses, privileges and appurtenances belonging or in any way appertaining to the Mortgaged Premises, and all interests in property, rights and franchises or any part thereof, together with all the reversions and remainders, and to the extent permitted by law, all rents, tolls, issues and profits from the Mortgaged Premises, and all the estate, right, title, interest and claims whatsoever, at law and in equity, which Borrower now has or may hereafter acquire with respect to the Mortgaged Premises and the Equipment.

thereof, to further secure the payment of the Note, the payment of all other sums due from the Borrower to the Lender, and the performance by Borrower of all the covenants and agreements set forth herein. Borrower represents and covenants that, except for the security interest granted hereby and other interests, if any, stated in EXHIBIT B attached hereto, Borrower is the owner of the Equipment free from any adverse lien, security interest or encumbrance and that Borrower has made payment in full for all such Equipment; and Borrower will defend and protect the Equipment and title thereto against all claims and demands of all persons at any time claiming the Equipment or any interest therein. Borrower will upon request from Lender deliver to Lender such further security agreements, chattel mortgages, financing statements and evidence of ownership of such items as Lender may reasonably request.

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5.2 Financing Statement. This Mortgage also constitutes a financing statement for the purpose of Section 9-402 of the Illinois Uniform Commercial Code (Illinois Revised Statutes, Chapter 26) and shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of DuPage County, Illinois.

(e) Representations and Remedies. The Equipment described herein shall be considered for all purposes a part of the mortgaged premises as described herein; all representations and covenants contained in this Mortgage made by Borrower, including representations of title, shall be deemed as having been made with reference to the Equipment; all agreements, undertakings and obligations of Borrower stated herein shall apply to the Equipment, including without limitation, obligations regarding insurance, freedom from adverse lien or encumbrance, repair and maintenance, and all remedies of the Lender in the event of any default by Borrower under the terms of this Mortgage or any other instrument evidencing or securing the indebtedness secured hereby shall be available to the Lender against the Equipment.

(d) Payment of Lender's Expenses. Borrower shall reimburse Lender for all reasonable costs, charges and fees, including reasonable attorneys' fees, incurred by Lender in preparing and filing security agreements, extension agreements, financing statements, continuation statements, termination statements and chattel searches.

(c) Notice of Sale. Lender shall give Borrower notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Equipment or of the time after which any private sale or other intended disposition thereof is to be made, by sending notice to Borrower at least ten (10) days before the time of the sale or other disposition, which provisions for notice to Borrower and Lender shall apply to both real and personal property in accordance with Lender's rights and remedies in respect of the real property as provided in Section 9-501(4) of Chapter 26 of the Illinois Revised Statutes.

(b) Assembly of the Equipment. Upon default hereunder and acceleration of the indebtedness secured hereby pursuant to the provisions hereof, Lender may at its discretion require Borrower to assemble the Equipment and make it available to Lender at a place designated by Lender which is reasonably convenient to both parties.

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(1) The failure by Borrower to make any payment of principal or interest under the Note or this Mortgage, or

at once, by foreclosure or otherwise; due and payable without notice or demand, and may be recovered thereon, shall at the option of Lender become immediately unpaid under the Note, together with all accrued interest without limitation, the whole of the principal sum remaining shall occur, all indebtedness secured hereby, including, Default" and each is separately called an "Event of Default" events of default (herein collectively called "Events of 6.1 Defaults. If any one or more of the following

## 6. EVENTS OF DEFAULT; REMEDIES.

(3) Some of the above goods are or are to become fixtures on the real property described herein. Borrower is the record owner of the real property described herein upon which the foregoing fixtures and other items and types of property are located.

(2) This financing statement covers the following types or items of property: the property described in Section 5.1 and EXHIBIT B of this instrument; and all other items of personal property now or at any time hereafter owned by Borrower or Borrower's beneficiary and used in connection with the mortgaged Premises.

Secured Party:	1295 State Street Springfield, Massachusetts 01111 Attention: Real Estate Investment Division, Asset Management Section
Secured Party:	MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

Debtor's Mailing Address:	135 South Lasalle Street Chicago, Illinois 60603
Address of Property:	8205-8303 Golf Road Niles, Illinois

(1) Name of Debtor: Lasalle National Bank, a national banking association, not personally but as Trustee under Trust Agreement dated May 15, 1972, and known as Trust Number 44143

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(a) Borrower or Borrower's beneficiary shall generally not pay its or their debts as they become due or shall admit in writing its or their inability to pay its or their debts, or shall make a general assignment for the benefit of creditors;

(5) The occurrence of any of the following events:

(4) The occurrence of any default in the observance or performance of any non-monetary term, condition, covenant or agreement in any lease, assignment of rents, any other loan document (excluding the Note and this Mortgage), or any other agreement made as additional security for the performance of the Note and this Mortgage and the failure of Borrower or Beneficiary to cure such default within thirty (30) days after receipt of notice of such default from Lender or, if such default cannot reasonably be cured within such thirty (30)-day period, within such longer period (not exceeding 120 days) as may be reasonably required with the exercise of due diligence to cure such defaults, provided that Borrower commences to cure such default within such thirty (30)-day period and thereafter diligently completes cure of such default; or

(3) The failure of Borrower or Borrower's beneficiary to observe or perform any other term, condition, covenant, agreement, representation or warranty contained herein or in the Note, or the failure of any representation or warranty contained herein or in any of the other Loan documents or in any instrument or certification delivered to Lender in connection with the making of the loan to be true and accurate in all material respects which failure is not cured within thirty (30) days after Borrower receives written notice of such failure from Lender or, if such failure cannot reasonably be cured within such thirty (30)-day period, within such longer period (not exceeding 120 days) as may be reasonably required with the exercise of due diligence to cure such failure; or

(2) The failure of Borrower to make any payment of any amount due to Lender hereunder, or under any of the other Loan documents other than the Note, within ten (10) days after the same becomes due and payable; or

or  
of any deposit required under Sections 1.2 or 1.3 hereof, within ten (10) days after the same becomes due and payable;

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(2) Foreclosure. Lender may foreclose this Mortgage to collect all or any part of the indebtedness secured hereby, by instituting a foreclosure action in any court having jurisdiction. Lender shall have the right to purchase the Mortgaged Premises at any foreclosure sale.

(1) Acceleration. Lender may declare the principal balance remaining unpaid under the Note, together with all accrued interest thereon and all other indebtedness secured hereby (including without limitation the Default Prepayment Premium provided for in the Note), immediately due and payable.

6.2 Remedies. Without limitation of the foregoing provisions of this Section 6 or of any other provision hereof or of any other Loan Document, upon the occurrence of an Event of Default and at any time thereafter, Lender shall have the right, at its option and without notice, without waiving or releasing Borrower from any of its obligations hereunder, to exercise any or all of the following remedies:

(d) Any case, proceeding or other civil action in the nature of a bankruptcy or insolvency proceeding against Borrower or Borrower's beneficiary shall be commenced seeking to have an order for relief entered against it or them as debtor(s), or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or them or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or them or for all or any substantial part of its or their property, and such case, proceeding or other action: (i) results on the entry of an order for relief against it or them which is not fully stayed within sixty (60) days after the entry thereof; or (ii) remains undismissed for a period of ninety (90) days.

(c) Borrower or Borrower's beneficiary shall take any action, including corporate or partnership action, to authorize any of the actions set forth in Subsections 6.1(5)(a) or 6.1(5)(b); or

(b) Borrower or Borrower's beneficiary shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its or their property;



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(3) Offset Rights. Lender may apply in satisfaction of the indebtedness secured hereby or of any amount at any time to become due or payable in connection with the ownership, occupancy, use, restoration or repair of the mortgaged premises, any deposits or other sums credited by or due from Lender to Borrower, including, without limitation, insurance proceeds, proceeds of condemnation and funds held in escrow pursuant to Sections 3.2 and 3.3 hereof.

(4) Cure of Default. Without releasing Borrower from any obligation hereunder or under any of the loan documents, Lender shall have the right to cure any event of Default. In connection therewith, Lender may enter upon the mortgaged premises and may do such acts and things as Lender deems necessary or desirable to protect the mortgaged premises or the leases thereof, including, without limitation: (a) paying, purchasing, contesting or compromising any encumbrance, charge, lien, claim of lien, taxes or other charges or liabilities against the mortgaged premises; (b) paying any insurance premiums; and (c) employing counsel, accountants, contractors and other appropriate persons to assist Lender in the foregoing; and all monies expended by Lender in connection therewith (including, but not limited to, reasonable attorneys' fees and costs) shall become immediately due and payable by Borrower, with interest as described in Section 6.6 hereof until paid, and shall be secured by this Mortgage.

(5) Possession of Mortgaged Premises. Lender shall have the right to take physical possession of the mortgaged premises and of all books, records, documents and accounts relating thereto and exercise, without interference from Borrower or Borrower's beneficiary, any and all rights which Borrower has with respect to the mortgaged premises, including, without limitation, the right, at Borrower's expense, to rent and lease the same and to hire a professional property manager for the mortgaged premises. It is necessary to obtain possession as provided for herein, Lender may, without exposure to liability from Borrower or any other persons, invoke any and all legal remedies to dispose of Borrower and Borrower's beneficiary, including, without limitation, one or more civil actions for forcible entry and detainer, trespass and restitution. In connection with any action taken by Lender pursuant to this Subsection 6.2(5), Lender shall not be liable for any loss sustained by Borrower or Borrower's beneficiary resulting from any failure to let

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the mortgaged premises or from any other act or omission of the mortgaged premises unless caused by the gross negligence, willful misconduct or bad faith of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty or liability under any lease or by reason of any loan document. Borrower hereby agrees to indemnify, hold harmless and defend Lender from and against any liability, loss or damage incurred by Lender under any lease or under any of the loan documents as a result of Lender's exercise of rights, powers, options, elections or remedies under any of the loan documents. Should Lender incur any such liability, the amount thereof shall be secured hereby and Borrower shall reimburse Lender therefor immediately upon demand. Lender shall have full power to make from time to time all alterations, renovations, repairs and replacements to the mortgaged premises as may seem appropriate to Lender.

(6) Appointment of a Receiver. Upon application to a court of competent jurisdiction, Lender shall be entitled to the appointment of a receiver for the mortgaged premises, without notice, with regard to the solvency or insolvency 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 mortgaged premises, whether the same shall be then occupied as a homestead or not, and Lender may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the mortgaged premises 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 premises, to the fullest extent permitted by law. 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 and other sums secured hereby or by any order or judgment foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such order or judgment, provided such application is made prior to the foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

(7) Uniform Commercial Code Remedies. Lender may exercise any and all rights of a secured party with respect to the equipment described in Section 5.1 hereof provided under the Illinois Uniform Commercial Code.

(8) Subrogation. Lender shall have and may exercise all rights, powers, privileges, options and remedies of any person, entity or body politic to whom Lender renders payment or performance in connection with the exercise of its rights and remedies under the loan documents, including without limitation any rights, powers, privileges, options

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and remedies under any mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Mortgaged Premises, to the extent that the sums are paid or discharged pursuant to subsection 6.2(4) or from the proceeds of the Note, whether or not released or record.

(9) Other. Lender may take such other actions or commence such other proceedings as Lender deems necessary or advisable to protect its interest in the Mortgaged Premises and its ability to collect the indebtedness secured hereby as are available under applicable laws, ordinances and rules of courts having jurisdiction.

(10) Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Lender a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises by Lender.

6.3 Sums Received by Lender. All sums received by Lender under Section 6.2 above, less all costs and expenses incurred by Lender under Section 6.2, including, without limitation, reasonable attorneys' fees and disbursements, property management fees, costs of alterations, renovations, repairs and replacements made or authorized by Lender and all expenses incident to Lender taking possession of the Mortgaged Premises, and such sums as Lender deems appropriate as a reserve to meet future expenses of the Mortgaged Premises, shall be applied to the indebtedness secured hereby in such order as Lender shall determine. Thereafter, any balance shall be paid to the person or persons legally entitled thereto.

6.4 Fees and Expenses; Distribution of Foreclosure Sale Proceeds. If Lender shall incur or expend any sums, including reasonable attorneys' fees, whether or not in connection with any action or proceeding to sustain the lien of this Mortgage or its priority, or to protect or enforce any of Lender's rights hereunder, or to recover any indebtedness secured hereby, or on account of its being Lender hereunder or its making the loan evidenced by the Note, all such sums shall become immediately due and payable by Borrower with interest thereon as described in Section 6.6 hereof. All such sums shall be secured by this Mortgage and be a lien on the Mortgaged Premises prior to any right, title, interest or claim in, to or upon the Mortgaged Premises attaching or accruing subsequent to the date of this Mortgage. Without limitation of the generality of the foregoing, in any civil action to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in

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(2) Remedies Not Exclusive. No right, power, privilege, option or remedy of lender under this Mortgage, the Note or any other Loan Document shall be exclusive of,

(1) Effect of Modification. If Lender in one or more instances: (i) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (ii) takes other or additional security for the payment thereof; (iii) waives or fails to exercise any right granted herein or under the Note or in any other Loan Document; (iv) grants, with or without consideration, any release from the lien of this Mortgage or other Loan Document of the whole or any part of the security held for the payment of indebtedness secured hereby (whether or not such security is the property of Borrower or others); (v) agrees to any amendment or modification of any of the terms and provisions hereof or of the Note or of any other instrument securing the Note; then and in any such event, any such act or omission to act shall not: (a) release Borrower or any comakers, sureties or guarantors of this Mortgage or of the Note from any covenant of this Mortgage or the Note or any other Loan Document, nor (b) preclude Lender from exercising any right, power, privilege, option or remedy granted herein or in any other Loan Document or so intended to be granted upon the occurrence of any event of default or otherwise, nor (c) in any way impair or affect the lien or priority of the lien of this Mortgage.

6.5 Lender's Exercise of Rights.

the order or judgment for sale all costs and expenses which may be paid or incurred by or on behalf of Lender or the holder of the Note for reasonable attorneys' fees, appraisers' fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the mortgaged premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies and commitments therefor, certificates of title issued by the Registrar of Titles (Torrens certificates), and similar data and assurances with respect to title as Lender or holders of the Note may deem to be reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to or value of the mortgaged premises or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the order or judgment for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the order or judgment for sale.



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6.8 Release and Waiver of Homestead and Right of Redemption. To the fullest extent allowed by applicable law, Borrower hereby releases and waives: (1) any and all rights under and by virtue of the homestead exemption laws

6.7 Valuation and Appraisal. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws", whether now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Borrower hereby waives the benefit of all such laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged Premises sold in one parcel as an entirety or in such parcels, manner or order as the Lender in its sole discretion may elect.

6.6 Interest on Advances. If Lender makes any advances hereunder (exclusive of advances of principal evidenced by the Note), Lender will promptly notify Borrower of such advances and the amount so advanced shall become immediately due and payable with interest at the Default Rate specified in Subsection 1.5 of the Note. The failure of Lender to give the notice contemplated by this Section 6.6 shall not affect the securing by this Mortgage of those amounts so advanced.

but shall be in addition to, every other right, power, privilege, option and remedy under this Mortgage and the Note and or hereafter existing at law or in equity. Every such right, power, privilege, option and remedy may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender. No delay in exercising or omission to exercise any right, power, privilege, option or remedy accruing on any default shall impair any such right, power, privilege, option or remedy or shall be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. A waiver of any of the terms, covenants, conditions or provisions hereof, or of the Note or of any other instrument given by Borrower to secure the indebtedness secured hereby, shall apply to the particular instance and at the particular time only; and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage, the Note and of such other instruments shall survive and continue to remain in full force and effect.



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Chicago, Illinois 60606  
 17th Floor  
 303 West Madison Street  
 Nagelberg & Resnick  
 and a copy to:

Wheeling, Illinois 60090  
 1000 Capital Drive  
 c/o Joseph J. Freed & Associates, Inc.  
 Niles Properties  
 With a copy to:

Illinois 60603  
 135 South LaSalle Street, Chicago  
 and known as Trust Number 44143  
 under Trust Agreement dated May 15, 1972  
 Lasalle National Bank, as Trustee  
 If to the Borrower:

return receipt requested, postage prepaid, as follows:  
 night express delivery or by United States certified mail,  
 or Lender shall be in writing and shall be delivered by over-  
 given or required or desired to be given hereunder by Borrower  
 7.2 Notices. All notices, demands and requests

assigns.  
 all of the parties hereto or their respective successors and  
 part hereof, shall be valid unless in writing and signed by  
 cation, waiver, cancellation or discharge hereof, or any  
 7.1 Modification. No change, amendment, modifi-

7. GENERAL.

of the State of Illinois; (ii) all rights to retain posses-  
 sion of the Mortgaged Premises after an Event of Default;  
 and (iii) any and all rights of redemption from sale under  
 any order or judgment of foreclosure of this Mortgage or  
 under any sale or statute or order, decree or judgment of  
 any court relating to this Mortgage, on behalf of itself and  
 each and every person acquiring any interest in or title to  
 any portion of the Mortgaged Premises, it being the intent  
 hereof that any and all such rights of redemption of Borrower  
 and of all such other persons are and shall be deemed to be  
 hereby waived to the maximum extent and with the maximum  
 effect permitted by the provisions of the Illinois Mortgage  
 Foreclosure Law, including without limitation Sections 15-  
 1601 and 15-1602 and any other applicable sections thereof,  
 and to the maximum extent and with the maximum effect per-  
 mitted by the provisions of all other applicable laws or by  
 any successor or replacement statutes.

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7.4 Releases. The right is hereby reserved by Lender to make partial release or releases of the Mortgaged Premises or of any other security held by Lender with respect to all or any part of the indebtedness secured hereby, without notice to, or the consent, approval or agreement of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner

7.3 Definition of Terms. Whenever used in this instrument, unless the context shall otherwise clearly require, the term "Borrower" and the term "Lender" shall include their legal representatives, successors and assigns, as the case may be, of Borrower and Lender, and all persons claiming by, through, or under Borrower or Lender; the term "person" shall include any individual, partnership, corporation, trust, unincorporated association or government, or any agency or political subdivision thereof, or any two or more of the foregoing acting in concert; the singular shall include the plural, and the plural, the singular; and the gender used shall include the other genders.

Notices, demands and requests given by certified mail as aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after the time such notice, demand or request shall be deposited in the mails. Notice sent by overnight express delivery service shall be deemed served or given on the first (1st) business day following the date such notice is delivered to the carrier.

or to such other addresses as Borrower or Lender may from time to time designate by written notice given as herein required. All notices and copies thereof shall be sent or delivered by the same means of transmission.

Massachusetts Mutual Life  
Insurance Company  
200 West Madison Street  
Suite 2350  
Chicago, Illinois 60606

With copies to:

Attention: Vice President, Asset  
Management Department  
Real Estate Investment  
Division

Massachusetts Mutual Life  
Insurance Company  
1295 State Street  
Springfield, Massachusetts 01111

If to the Lender:

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7.9 Severability. In the event that any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable or contrary to law, the remaining provisions of this Mortgage and the application of such provision or provisions to other persons or circumstances shall not be affected thereby and shall be fully effective and enforceable to the extent permitted by law.

7.8 Applicable Law. This Mortgage shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this Mortgage.

7.7 Assignment by Lender. Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Note to any person, trust, financial institution or corporation as Lender may determine; and upon such assignment, such assignee shall thereupon succeed to all the rights, interests and options of Lender herein and in the Note contained. Until advised in writing of the transfer of the Note and of Lender's interest in this Mortgage, Borrower shall regard Lender named on page 1 hereof as the holder of the Note and as the mortgagee herein, and shall make payments accordingly and be protected in doing so.

7.6 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof shall not merge in fee simple title to the mortgaged premises, it is hereby understood and agreed that should Lender acquire any additional or other interests in or to the mortgaged premises or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

7.5 Successors and Assigns. Subject to and without limiting the provisions herein restricting or limiting Borrower's right of assignment and transfer, all of the terms, covenants, conditions and agreements herein set forth shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns, as the case may be, of the parties hereto.

the validity of or priority of this Mortgage on the portion of said mortgaged premises not so released.

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8.2 Defeasance. If all of the indebtedness secured hereby is paid as the same becomes due and payable and all of the covenants, warranties, conditions, undertakings and agreements made in the Loan Documents are kept and performed, then in that event only, all rights under the Loan Documents shall terminate and the Mortgaged Premises shall become wholly clear of the liens, grants, security interests, conveyances and assignments evidenced hereby, and Lender shall release or cause to be released, such liens, grants, assignments, conveyances and security interests in due form at Borrower's cost, and this Mortgage shall be void. Recitals of any matters or facts in any instrument executed by Lender

8.1 Possession. Until the occurrence of an Event of Default and except as otherwise expressly provided to the contrary, Borrower shall retain full possession of the Mortgaged Premises, subject, however, to all of the terms and provisions of the Loan Documents.

8. POSSESSION AND DEFEASANCE.

7.13 Conflict. In the event of any conflict or inconsistency between the terms and provisions of this Mortgage and the terms and provisions of any other Loan Document (excluding the Note), the terms and provisions of this Mortgage shall control.

7.12 Headings. Paragraph and section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this instrument.

7.11 Subrogation. In the event the proceeds of the loan made by Lender to Borrower, or any part thereof, or any amount paid out or advanced by Lender, shall be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Premises or any part thereof, then the Lender shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

7.10 No Partnership. Borrower acknowledges and agrees that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Without limitation of the foregoing, Lender shall not be deemed to be such a partner or joint venturer on account of its becoming a Lender in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document securing any portion of the indebtedness secured hereby or otherwise.

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Notwithstanding the foregoing, nothing contained in this Section 9.1 shall be deemed to prejudice the rights of the Lender to proceed against any individual or entity whatsoever, including the Borrower or Beneficiary, with respect to: (i) the enforcement of any guarantee or leases including, without limitation, any master lease given in connection with the making of the loan secured hereby, or similar rights to payment; or (ii) for fraud or material misrepresentation in connection with the making of the loan secured hereby; or (iii) for fraud or material misrepresentation in connection with any warranty or representation given by the Borrower (or any general partner or Beneficiary) in connection with the making of the loan secured hereby; or (iv) to recover any condemnation or insurance proceeds or other similar funds or payments attributable to the mortgaged premises which under the terms of this Mortgage should have been paid to the Lender or which were released by the Lender and not applied in accordance with the conditions of this Mortgage or such release; or (v) to recover any tenant security deposits, advance or prepaid rents or other similar sums paid to or held by the Borrower or Beneficiary any other

Beneficiary. Obtain a deficiency judgment against the Borrower or Note, and specifically agrees to waive any right to seek or granted to the holder of the Note to secure payment of the and the rents and profits therefrom and to any other security look solely to the real estate described in this Mortgage not a money judgment is sought, the holder of the Note will ment securing the indebtedness secured hereby, whether or with respect to this Mortgage, the Note or any other instru- stood and agreed that in any action or proceeding brought of any other security for payment of the Note, it is under- enforceability or priority of the lien of this Mortgage or the validity or enforceability of the Note nor the validity, manner releasing, impairing or otherwise adversely affecting 9.1 Limitation on Liability. Without in any

9. LIMITATIONS ON LIABILITY.

under this Section 8 shall be conclusive proof of the truth- such an instrument may describe the grantee as "the person or persons legally entitled thereto". Lender shall not have any duty to determine the rights of persons claiming to be rightful grantees of any of the mortgaged premises. When the mortgaged premises have been fully released, such release shall operate as a reassignment of all future rents, issues and profits of the mortgaged premises to the person or persons legally entitled thereto, unless such release expressly provides to the contrary.



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9.2 Limitation on Liability of Land Trustee. This instrument is executed by LaSalle National Bank, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee (or, except as provided in Section 9.1 hereof, on Beneficiary and its general partners) personally to pay any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except

individual or entity in connection with the operation of the Mortgaged Premises; or (vi) to recover any gross revenues from the Mortgaged Premises received after the occurrence of an Event of Default, as defined herein, which have not been applied as follows: to pay any portion of the indebtedness secured by this Mortgage, to pay any operating and maintenance expenses of the Mortgaged Premises, including, without limitation, real estate taxes and assessments and insurance premiums for the Mortgaged Premises or to pay deposits into a reserve for taxes, insurance replacements or other sums required by the Loan Documents; or (vii) to recover any expenses, damages or costs (including, without limitation, attorneys' fees) incurred by Lender and arising from any breach of a covenant or warranty or indemnity relating to Hazardous Substances contained in Section 2.6, 3.18 or 3.19 hereof or (b) the Hazardous Substances Indemnity Agreement executed by Beneficiary; provided, however, that Borrower's and Beneficiary's obligations and liabilities under this Section 9.1(vii) shall (a) terminate on the date occurring two (2) years after Lender or Lender's affiliate shall acquire fee simple title to the Mortgaged Premises by purchase of the Mortgaged Premises at a judicial foreclosure sale or by acceptance of a deed in lieu of foreclosure, and (b) apply only with respect to Hazardous Substances in, under or affecting all or any portion of the Mortgaged Premises at or prior to the date that Lender or Lender's affiliate acquires title to the Mortgaged Premises as provided in (a) above, unless at the time Lender or Lender's affiliate so acquires title to the Mortgaged Premises, Borrower shall have knowledge of a breach or failure of a warranty or covenant under the cited sections of this Mortgage or of any situations to which the Hazardous Substances Indemnity Agreement applies, and Borrower shall not disclose to Lender such breach or failure or condition, in which case Borrower's liability under that subparagraph (vii) shall not be so limited to such two-year period.



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THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12  
 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4  
 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE  
 NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF  
 SAID SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH EAST 1/4  
 OF SAID SECTION 14 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE  
 NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1,047.94 FEET, THENCE  
 NORTHWESTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE  
 53.22 FEET TO THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE  
 IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST  
 METROPOLITAN INSURANCE COMPANY - CONDEMNATION - 60, S, 9982 TO THE  
 POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID LINE  
 DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 495.31  
 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE  
 NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF HILL SUBDIVISION, BEING  
 A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT  
 BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS  
 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE OF THE SOUTH WEST CORNER  
 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET  
 NORTH, AS MEASURED ON THE WEST LINE OF THE SOUTH WEST CORNER OF THE  
 EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 14 (SAID POINT BEING  
 550.0 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES, OF THE CENTER LINE  
 OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN  
 SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09  
 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET  
 NORTHWESTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF  
 MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAN OF SAID SUPERIOR COURT  
 COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO  
 AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTH EAST  
 1/4 OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE  
 NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED,  
 1,068.53 FEET TO AN INTERSECTION WITH A LINE 312.60 FEET SOUTH, AS  
 MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS  
 DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE  
 WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE  
 OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S  
 SUBDIVISION, A SUBDIVISION IN THE NORTH WEST 1/4 AND IN THE NORTH EAST  
 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1  
 35.62 FEET TO THE SOUTH EAST CORNER THEREOF; THENCE WEST ALONG THE  
 SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET  
 NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF  
 BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF  
 137.72 FEET TO A POINT ON SAID LINE, 306.52 FEET EAST OF THE ANGLE  
 POINT, 30.71 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF MILWAUKEE  
 AVENUE IN THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION; THENCE SOUTH  
 PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A  
 LINE 21.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE

5420  
 820  
 820  
 820

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT A

PARCEL 1:

88480245

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 205.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 16 SAID POINT BEING IN A STRAIGHT LINE BEING NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH AS MEASURED ON THE WEST LINE OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN

PARCEL 2:

ALSO

COUNTY, ILLINOIS, AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE THEREOF, IN COOK POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHEASTERLY 700.0 FEET, ALONG SAID NORTHWESTERLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE SOUTH WEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHEASTERLY OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTERLY OF MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION; SAID POINT BEING 53.70 FEET NORTHWESTERLY OF THE CENTER LINE OF SAID CONDEMNATION, 454.86 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING OF INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY LINE OF MILWAUKEE FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE, BEING ALSO THE POINT SOUTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF MILWAUKEE AVENUE, 218.11 ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE NORTHWESTERLY LINE BEING A LINE 33.0 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF SAID ROAD AS SHOWN INTERSECTION WITH THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHWESTERLY LINE BEING 211.26 FEET TO AN AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.26 FEET TO AN NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS



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54208188

THE SOUTH 462.6 FEET OF THE NORTH 512.6 FEET OF THE WEST 85.0 FEET (AS MEASURED ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

COMMENCING AT THE SOUTH EAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY 95.65 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 75.00 FEET; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST 127.33 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST 75.00 FEET; THENCE SOUTH 2 DEGREES 29 MINUTES 51 SECONDS WEST 127.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

BLOCK 3 TAKEN FOR PUBLIC HIGHWAY, SAID TRACT BEING MORE PARTICULARLY PARALLEL WITH THE NORTH LINE THEREOF, AND ALSO EXCEPT THAT PART OF SAID LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SECTION 14, TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DRAWN NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE

INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY AND ALSO EXCEPT A TRACT OF LAND, BEING PART OF THE FOLLOWING DESCRIBED PARCEL:



88480245

Easements appurtenant to and for the benefit of parcels 1 and 2 for ingress, egress and parking as created by Easement Agreement and Second Amendment to Lease between Lasalle National Bank, as Trustee under Trust Agreement dated October 13, 1964 and known as Trust No. 31062, The Goodyear Tire and Rubber Company and Lasalle National Bank, as Trustee under Trust Agreement dated May 15, 1972 and known as Trust No. 44143, dated February 15, 1973 and recorded June 15, 1979 as document number 22363445, over the following described property:

(A) PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS' DIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTHWEST 1/4 OF SECTION 14, WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60 S 10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4, THENCE NORTHWESTWARD ALONG SAID NORTH-EASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 100 FEET; THENCE NORTHEASTWARD, AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 30.70 FEET TO A POINT IN A LINE WHICH IS 100 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4, THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 306.52 FEET; THENCE SOUTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 SAID SUPERIOR COURT COMMISSIONERS' DIVISION FOR A DISTANCE OF 100.08 FEET TO SAID NORTH LINE OF BLOCK 1, THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE PLACE OF BEGINNING;

(B) PART OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS' DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH-EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK 4 WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60 S 10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4; THENCE SOUTHEASTWARD ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 99.43 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE WHICH IS 81 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 210.88 FEET; THENCE NORTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS' DIVISION FOR A DISTANCE OF 81.06 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE PLACE OF BEGINNING.

88480245

Perpetual easement appurtenant to and for the benefit of  
 Parcels 1 and 2 for the construction, operation, replacement  
 and maintenance of an underground 8-inch sewer line and any  
 necessary underground facilities appurtenant thereto made by  
 and between Lasalle National Bank, a national banking asso-  
 ciation, as Trustee under Trust Agreement dated October 13,  
 1964 and known as Trust Number 31062, Goodyear Tire and  
 Rubber Company, an Ohio corporation, Pearle Vision Center,  
 Inc., a Texas corporation and Lasalle National Bank, a  
 national banking association, as Trustee under Trust Agree-  
 ment dated May 15, 1972 and known as Trust Number 44143,  
 recorded June 14, 1983 and known as Trust Number 26641880,  
 in, upon, under, along and across the following described  
 land, to wit:

THAT PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH,  
 RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COM-  
 MING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MILWAUKEE  
 AVENUE AND A LINE WHICH IS 81.0 FEET SOUTH, MEASURED AT RIGHT  
 ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR  
 COURT COMMISSIONERS DIVISION OF PART OF THE WEST HALF OF THE NORTH-  
 EAST QUARTER AND PART OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER  
 OF SAID SECTION 14; THENCE S. 89°56'56" E. ALONG SAID PARALLEL  
 LINE, 201.25 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S.  
 89°56'56" E. ALONG SAID PARALLEL LINE, 10.01 FEET; THENCE N.  
 2°21'29" E. ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF  
 BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.04  
 FEET TO THE SOUTH LINE OF FRITZ'S SUBDIVISION OF LOTS 1 TO 4  
 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTH-  
 WEST QUARTER AND IN THE NORTHEAST QUARTER OF SAID SECTION 14;  
 THENCE N. 99°56'56" W. ALONG SAID SOUTH LINE OF SAID FRITZ'S RE-  
 SUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH MEASURED AT RIGHT  
 ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID  
 SUPERIOR COURT COMMISSIONERS DIVISION, 10.01 FEET; THENCE S. 2°21'29"  
 W. PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT  
 COMMISSIONER'S DIVISION, 181.14 FEET TO THE PLACE OF BEGINNING,  
 IN COOK COUNTY, ILLINOIS.

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88480245

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 14 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1,047.94 FEET, THENCE NORTHWESTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE 55.22 FEET TO THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INSURANCE COMPANY - CONDEMNATION - 60 'S' 9962 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 495.37 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAN OF SAID SUPERIOR COURT COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1,068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTH WEST 1/4 AND IN THE NORTH EAST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTH EAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF 137.72 FEET TO A POINT ON SAID LINE, 306.52 FEET EAST OF THE ANGLE POINT, 30.71 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A LINE 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE

PARCEL 1:

## LEGAL DESCRIPTION OF THE PREMISES

### EXHIBIT A

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

54203498

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14 SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH AS MEASURED ON THE WEST LINE OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION (SAID POINT BEING 550.0 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN

PARCEL 2:

ALSO

Cook County, Illinois.

NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.26 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHWESTERLY LINE BEING A LINE 33.0 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, BEING ALSO THE POINT FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTERLY OF THE SOUTH WEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHWESTERLY 700.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE THEREOF, IN COOK COUNTY, ILLINOIS.



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58480245

THE SOUTH 462.6 FEET OF THE NORTH 512.6 FEET OF THE WEST 85.02 FEET (AS MEASURED ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

COMMENCING AT THE SOUTH EAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY 95.65 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 75.00 FEET; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST 127.33 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST 75.00 FEET; THENCE SOUTH 2 DEGREES 29 MINUTES 51 SECONDS WEST 127.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:  
BLOCK 3 TAKEN FOR PUBLIC HIGHWAY, SAID TRACT BEING MORE PARTICULARLY PARALLEL WITH THE NORTH LINE THEREOF, AND ALSO EXCEPT THAT PART OF SAID LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SOUTH WEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SECTION 14, TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST SOUTH LINE, OF THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DRAWN NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 203.0 FEET, AS MEASURED ON NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND PART OF THE NORTH EAST 1/4 OF THE BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY AND ALSO LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF AND ALSO INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST



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(B) PART OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS' DIVISION OF RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTH-EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK 4 WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CON-DEMNATION IN 60 S 10942, RECORDED SEPTEMBER 28, 1960, SAID IN-TERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4; THENCE SOUTHEASTWARD ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 99.43 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE WHICH IS 81 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 210.88 FEET; THENCE NORTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS' DIVISION FOR A DISTANCE OF 81.06 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE PLACE OF BEGINNING.

(A) PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS' DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60 S 10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4, THENCE NORTHWESTWARD ALONG SAID NORTH-EASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 100 FEET; THENCE NORTHWESTWARD, AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 30.70 FEET TO A POINT IN A LINE WHICH IS 100 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4, THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 306.52 FEET; THENCE SOUTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 SAID SUPERIOR COURT COMMISSIONERS' DIVISION FOR A DISTANCE OF 100.08 FEET TO SAID NORTH LINE OF BLOCK 4, THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE PLACE OF BEGINNING;

Easements appurtenant to and for the benefit of parcels 1 and 2 for ingress, egress and parking as created by Easement Agreement and Second Amendment to Lease between Lasalle National Bank, as Trustee under Trust Agreement dated October 13, 1964 and known as Trust No. 31062, The Goodyear Tire and Rubber Company and Lasalle National Bank, as Trustee under Trust Agreement dated May 15, 1972 and known as Trust No. 44143, dated February 15, 1973 and recorded June 15, 1979 as document number 22363445, over the following described property:

PARCEL 4

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THAT PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY COMMENTING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AND A LINE WHICH IS 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST HALF OF THE NORTH-EAST QUARTER AND PART OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 14; THENCE S. 89°56'56" E. ALONG SAID PARALLEL LINE, 201.25 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING S. 89°56'56" E. ALONG SAID PARALLEL LINE, 10.01 FEET; THENCE N. 2°21'29" E. ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.04 FEET TO THE SOUTH LINE OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTH-WEST QUARTER AND IN THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N. 99°56'56" W. ALONG SAID SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 10.01 FT.; THENCE S. 2°21'29" W. PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONER'S DIVISION, 181.14 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Perpetual easement appurtenant to and for the benefit of Parcels 1 and 2 for the construction, operation, replacement and maintenance of an underground 8-inch sewer line and any necessary underground facilities appurtenant thereto made by and between Lasalle National Bank, a national banking association, as Trustee under Trust Agreement dated October 13, 1964 and known as Trust Number 31062, Goodyear Tire and Rubber Company, an Ohio corporation, Pearle Vision Center, Inc., a Texas corporation and Lasalle National Bank, a national banking association, as Trustee under Trust Agreement dated May 15, 1972 and known as Trust Number 44143, recorded June 14, 1983 and known as Trust Number 26641880, in, upon, under, along and across the following described land, to wit:

PARCEL 3

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(2) all radios, telephone equipment, television sets and antennas and all public address systems, rugs, mats, carpets, awnings, shades, screens and blinds, vinyl composite and other floor, wall and ceiling coverings, partitions,

(1) all maintenance equipment, engines, furnaces, boilers, stokers, pumps, tanks, heaters, oil burners, dynamos, generators, motors, switchboards, ranges, refrigerators, dishwashers, furniture and furnishings;

(e) all machinery, devices, fixtures, appliances, equipment, furniture and furnishings and articles of personal property of every kind and nature whatsoever owned or leased by Borrower now or hereafter located in or at, and used or useful in connection with the operation or maintenance of, the property described in EXHIBIT A, including, without limitation:

(d) all rents, issues and profits of and from the real estate described in EXHIBIT A and all leases and payments due thereunder with respect to the real estate described in EXHIBIT A;

(c) all proceeds of any award or claim for damages for any of the equipment described hereunder or the real estate described in EXHIBIT A taken or damaged under the power of eminent domain or by condemnation;

(b) all proceeds paid for damage done to the equipment described hereunder or the real estate described in EXHIBIT A;

(a) any monies on deposit for the payment of real estate taxes and special assessments against the real estate described in EXHIBIT A or for the payment of premiums on policies of fire and other hazard insurance covering the equipment described hereunder or the real estate described in EXHIBIT A;

All right, title and interest of Borrower in, to or with respect to the following, whether as owner, lessee or otherwise:

Description of collateral

EXHIBIT B

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(3) all permits, licenses, consents, agreements and authorities issued by each governmental authority which relate in any way to the construction, ownership, operation or use of or improvements and/or personal property on the land described in EXHIBIT A; and

(2) all present and future contracts (and amendments thereto) for design and architectural services and all plans and specifications related in any way to the land described in EXHIBIT A; and

(1) all present and future contracts (and amendments thereto) for construction, remodeling or renovation of improvements on any of the land described in EXHIBIT A;

(g) all right, title and interest of Borrower in to and under the following documents and all rights, privileges, options and remedies therein contained:

(f) all rights of Borrower to use trade names and distinctive symbols with respect to the land described in EXHIBIT A; and

(5) all consumable supplies, inventories and office, cleaning, engineering, advertising and promotional materials, printing and stationery, maintenance and housekeeping supplies;

(4) all sprinkler and other fire extinguishing and fire prevention apparatus or systems, air-cooling and air-conditioning apparatus, gas, electric and steam fixtures, elevators, conveyors, escalators, hoists, fittings, radiators, chutes, ducts, machinery, snow removal, landscaping, garden- ing, sweeping, vacuuming and other cleaning and maintenance equipment, wastepaper baskets, tools, building supplies, lobby decorations, parking equipment, outdoor furniture, swimming pool and recreational fixtures and equipment and window washing hoists and equipment and all draperies and curtains; and

(3) all vending machines, washing machines, laundry apparatus, kitchen, dining room and workshop tools, utensils and equipment; lifting, ventilating and incinerating apparatus;

doors and hardware, electrical wiring and equipment, projection equipment, heating, plumbing, washroom, toilet and lavatory fixtures and equipment;

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Property of Cook County Clerk's Office

(h) all additions to any of the foregoing, replace-  
ments thereof, substitutions therefor and the proceeds thereof.



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# EXHIBIT C

New Building Site  
(cross-hatched)

