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Place: Chicago, Illinois

Date: February 1, 1988

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT is made by the Mortgagor, First National Bank in Chicago Heights, Trustee, Trust Agreement dated October 1, 1985, Trust No. 6040 in favor of the Mortgagee, GENERAL MOTORS CORPORATION.

Certain persons, corporations and/or entities affiliated with DAVID L. MILLER ("Miller") described in the Appendix hereto (which persons, corporations and/or entities are hereafter individually and collectively referred to as the "Affiliate") in total have obtained motor vehicle floorplan credit from the Mortgagee through January 31, 1988 in the amount of SEVEN MILLION THREE HUNDRED EIGHTEEN THOUSAND AND FORTY-TWO (\$7,318,042.00) DOLLARS. The Mortgagor has executed, acknowledged and delivered this Mortgage and Security Agreement to secure said motor vehicle floorplan credit and any and all sums, indebtedness, motor vehicle floorplan credit, leasing credit, obligations, liabilities, instruments, notes, guaranties, contracts and agreements of any and every kind now or hereafter owing to or entered into with or in favor of the Mortgagee by Miller and each and every Affiliate and any combination thereof, however created, incurred, evidenced, acquired or arising, whether presently or hereafter jointly or individually entered into or incurred by Miller and/or any Affiliate plus future advances or other extensions of credit, if any, to Miller and/or any Affiliate, whether direct, indirect, primary, secondary, fixed or contingent, together with interest thereon pursuant to the terms thereof, and any and all renewals and extensions of any of the foregoing, all of which said sums, indebtedness, motor vehicle floorplan credit, leasing credit, obligations, liabilities, instruments, notes, guaranties, contracts and agreements of Miller and each and every Affiliate are hereby expressly secured by this Mortgage and Security Agreement, all of which are hereafter referred to as the "Indebtedness." Nothing herein shall be construed to obligate the Mortgagee to make additional or future advances or any other extensions of credit hereunder.

To secure to the Mortgagee the payment and/or performance of the Indebtedness and the payment of all other sums with interest thereon advanced in accordance herewith to protect or collect the security of this Mortgage and Security Agreement, the Mortgagor does hereby warrant, mortgage, pledge, transfer, grant a security interest in, set over and convey to the Mortgagee the following property (the "Property"):

that certain real property described in Exhibit 1 hereto, located in Cook County, Illinois which, without affecting or limiting the property described in Exhibit 1, is commonly known as 915 West Dundee Road, Buffalo Grove, Illinois, together with all the improvements, streets, lanes, alleys,

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passage ways, fixtures, fixed assets and business assets now or hereafter erected or located on, affixed or attached to or used at the property described in Exhibit 1, including but not limited to buildings, pavement, exterior lighting, light poles, signs, fences, hoists, lifts, interior lighting, electrical wiring and equipment, air conditioning and heating equipment, boilers, pumps, furnaces, elevators, bathrooms, compressors, tanks, plumbing, pipes, tiling, paneling, carpeting, draperies, windows, doors, fire prevention and sprinkler equipment, ventilation equipment, machines and machinery, business and office equipment, shop equipment, other equipment, furniture, accessories, parts, furnishings, supplies, tools and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, including replacements, substitutions, additions, accretions or increases in or to any of the above described property and the property described in Exhibit 1, wherever located, whether now existing or accrued or hereafter existing or accruing, plus leases relating to and rents from and proceeds of any of the above described property and the property described in Exhibit 1, including insurance proceeds and condemnation awards.

The Indebtedness which shall be secured by the Property shall be limited to an amount not to exceed SEVENTY MILLION (\$70,000,000.00) DOLLARS, provided, however, that said limit shall not require or be deemed to require the Mortgagee to extend credit to the Mortgagor, Miller and/or any Affiliate or any combination thereof in or up to said limit.

The Mortgagor represents and warrants that the Mortgagor is the sole owner in fee simple of the Property. The Mortgagor further represents and warrants that the Property is free and clear of all liens, security interests, encumbrances, assignments or other rights, titles or interests except for those of the Mortgagee and that there is no financing statement, mortgage or other encumbrance on file in any public or recorder's office covering the Property except for those of the Mortgagee. The failure of any warranties or representations to be true and correct in all respects, now or hereafter, shall constitute a default and a breach of this Mortgage and Security Agreement by the Mortgagor.

The Mortgagor shall promptly pay or perform the Indebtedness when due pursuant to the terms and provisions of any other obligations, instruments, notes, guaranties, contracts and agreements of Miller and/or any Affiliate in favor of or with the Mortgagee.

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Unless applicable law provides otherwise, all payments received by the Mortgagee hereunder shall be applied by the Mortgagee first to interest and other liabilities of the Mortgagor hereunder, including costs, fees and expenses, then to the principal.

The Mortgagor shall pay all taxes, assessments and other charges, fines and impositions or payments attributable or relating to the Property which may attain a priority over this Mortgage and Security Agreement. The Mortgagor shall not allow against the Property any lien which has or may have priority over this Mortgage and Security Agreement. The Mortgagor shall not commit or permit a violation of any local, state or federal waste, environmental, pollution or dumping law.

The Mortgagor shall keep the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the Mortgagee may require and in such amounts as the Mortgagee may require, provided that the Mortgagee shall not require that the amount of such coverage exceed the amount of coverage required to pay the Indebtedness.

The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by the Mortgagee, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by the Mortgagor when due directly to the insurance carrier.

All insurance policies and renewals thereof shall be in a form acceptable to the Mortgagee and shall include a standard loss payee clause in favor of or in a form acceptable to the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals thereof, and the Mortgagor shall promptly furnish to the Mortgagee all renewal notices and all receipts of paid premiums. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor.

Unless the Mortgagee and the Mortgagor otherwise agree in writing, insurance proceeds shall be applied to the Indebtedness secured by this Mortgage and Security Agreement, with the excess, if any, paid to the Mortgagor. In the event the insurance carrier offers to settle a claim for insurance benefits, the Mortgagee is authorized to settle and collect on the claim and apply the settlement proceeds to the Indebtedness secured by this Mortgage and Security Agreement.

Unless the Mortgagee and the Mortgagor otherwise agree in writing, any claim for or application of insurance proceeds shall not extend or postpone the due date of the Indebtedness or any portion thereof or performance of the obligations, instruments, notes, guaranties, contracts and agreements of Miller and/or any Affiliate in favor of or with the Mortgagee.

PROCESSED BY THE NATIONAL ARCHIVE
DATE 01-11-2011
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The Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if the Property is subject to a leasehold at any time.

If the Mortgagor, Miller and/or any Affiliate fail or fails in performance of the obligations, instruments, notes, guaranties, contracts and agreements contained in, described in or secured by this Mortgage and Security Agreement, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Property, including but not limited to eminent domain, condemnation, insolvency, code enforcement, tax lien foreclosure or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee at the Mortgagee's option may make such appearances, disburse such sums, enter upon the Property, make repairs thereon and take such action as is necessary to protect the Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees. Any amounts disbursed by the Mortgagee shall bear interest from the date of disbursement at the rate of ONE (1.00%) PERCENT above the prime rate, as hereafter defined.

Upon each increase or decrease in the prime rate, the rate of interest accruing on such amounts disbursed hereunder by the Mortgagee shall be increased or decreased by the same amounts as the increase or decrease in the prime rate, effective on the first day of each calendar month following each change in the prime rate. In no event shall the interest provided for herein exceed the maximum permitted by law, which the Mortgagor recognizes may change from time to time.

The term "prime rate" shall mean the "prime" or "base" rate of interest announced from time to time by a majority of the twelve largest commercial banks operating in the United States as their base rate for computing interest on loans to borrowers of the highest credit standing. Notwithstanding the foregoing, for the purposes of determining the minimum prime rate of interest for purposes of disbursements made by the Mortgagee hereunder, the minimum prime rate shall be considered to be six (6%) percent if the prime rate established by said banks at any time is a figure which is less than six (6%) percent per annum.

Such amounts disbursed hereunder by the Mortgagee plus interest shall be part of the Indebtedness secured by this Mortgage and Security Agreement. Such payments by the Mortgagee, which shall include but not be limited to the procurement and payment of insurance or the payment of taxes or other liens or charges by the Mortgagee, shall not be a waiver of the Mortgagee's right to accelerate the maturity of the Indebtedness secured by this Mortgage and Security Agreement. Nothing herein shall require the Mortgagee to incur any expense or take any action whatsoever.

The Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that prior to default, the Mortgagee agrees to give the Mortgagor notice of

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inspection specifying reasonable cause therefor related to the Mortgagee's interest in the Property.

Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee to be applied to the Indebtedness secured by this Mortgage and Security Agreement with the excess, if any, paid to the Mortgagor. The Mortgagor shall not make any conveyance in lieu of condemnation or settle or take any action or proceeding in connection with condemnation or other taking of the Property or any part thereof without the written consent of the Mortgagee. The Mortgagor shall provide immediately to the Mortgagee all notices of condemnation or taking of the Property or any part thereof and of any proceeding in connection therewith.

Extension of the time for payment, performance or modification of amortization of the Indebtedness secured by this Mortgage and Security Agreement granted by the Mortgagee to any successor in interest of the Mortgagor, Miller and/or any Affiliate shall not operate to release, in any manner, the liability of the Mortgagor, Miller and/or any Affiliate and their respective successors in interest. The Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or performance or otherwise modify amortization of the sums secured by this Mortgage and Security Agreement by reason of any demand made by the original Mortgagor, Miller and/or any Affiliate and their respective successors in interest.

Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

All remedies provided in this Mortgage and Security Agreement are distinct and cumulative to any other right or remedy under this Mortgage and Security Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, executors, heirs, agents and assigns of the Mortgagee and the Mortgagor. All covenants and agreements of the Mortgagor shall be joint and several.

Except for any notice required under applicable law to be given in another manner, any notice to the Mortgagor provided for in this Mortgage and Security Agreement shall be given by mail to the Mortgagor at the address described below the Mortgagor's signature line or to such other address as the Mortgagor may designate by notice to the Mortgagee as provided herein. Any notice to the Mortgagee shall be given by certified mail, return receipt requested to the Mortgagee's address or to such other address as the Mortgagee may designate by notice to the Mortgagor as provided herein. Any notice provided for in this Mortgage and Security Agreement shall be given in the manner designated herein.

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The terms, conditions, covenants, warranties, and representations of all the documents evidencing the Indebtedness or the giving of security as are more particularly set forth herein, together with any and all other mortgages, assignments, notes, instruments, contracts, guaranties and agreements further securing or comprising the Indebtedness, whether given by the Mortgagor, Miller and/or any Affiliate to or in favor of the Mortgagee, are hereby incorporated herein by reference as though fully set forth. A default, breach or failure of performance of the terms and provisions of any such documents, mortgages, assignments, notes, instruments, contracts, guaranties and agreements shall constitute a default by the Mortgagor hereunder.

If the Property or any part thereof or any interest therein is sold, leased or otherwise transferred without the Mortgagee's prior written consent, if any proceeding or action is commenced or is taken to foreclose any mortgage, lease or other lien or interest prior to or subordinate to the lien of this Mortgage and Security Agreement or to sell the Property or any part thereof or any interest therein, beneficial or otherwise, whether by public or private sale or otherwise, or if the Mortgagor, Miller and/or any Affiliate is otherwise in default under, in breach of or has failed to perform under any obligations, notes, instruments, contracts, guaranties and agreements in favor of or with the Mortgagee, or if the Mortgagor, Miller and/or any Affiliate is in default under, in breach of or has failed to perform under any obligations, notes, instruments, contracts, guaranties and agreements now or hereafter entered into or incurred to General Motors Acceptance Corporation, including but not limited to agreements relating to motor vehicle floorplan credit extended by General Motors Acceptance Corporation and agreements relating to leasing credit extended by General Motors Acceptance Corporation and that certain Promissory Note dated even date herewith made by Miller in favor of General Motors Acceptance Corporation in the amount of TWELVE MILLION ONE HUNDRED SIXTY-FOUR THOUSAND AND TWENTY-FOUR (\$12,164,021.00) DOLLARS, the Mortgagee, at its option and without demand or notice, shall have the right to declare the Indebtedness, or any portion thereof, together with accrued interest thereon, immediately due and payable.

In the event of any default, breach or failure of performance, the Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable may:

- (1) Sell the Property to the extent permitted and pursuant to the procedures provided by law (including the Uniform Commercial Code) along with all estate, right, title, power, privilege and interest, claim, demand and right of redemption therein, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; or
- (2) Institute proceedings for the complete or partial foreclosure of this Mortgage and Security Agreement; or
- (3) Take such steps to protect and enforce its rights whether by action, suit, or proceeding in equity or at law for the specific performance of any covenant, con-

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dition, term, provision or agreement in the Promissory Note or in this Mortgage and Security Agreement, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect.

The Mortgagee shall be entitled to all rents, issues, profits and proceeds, tangible or intangible, of, from or produced by the Property and the Mortgagor hereby assigns the same to the Mortgagee. The Mortgagee, in any action, legal or otherwise, to protect its interests or exercise its rights and remedies under this Mortgage and Security Agreement, shall be entitled, without notice or demand and without regard to the adequacy of any security for the Indebtedness secured by this Mortgage and Security Agreement or the solvency or insolvency of any person liable for the payment thereof, to the appointment of a receiver of the rents, issues, profits and proceeds of the Property.

The Mortgagee shall be entitled to collect in legal proceedings, including foreclosure proceedings, or in other proceedings, sales or actions taken or conducted pursuant to the Uniform Commercial Code, all expenses, including but not limited to reasonable attorneys' fees, costs of documentary evidence, abstracts, title reports, minutes of foreclosure and sale costs, all of which shall be included in the Indebtedness secured by the Property. Any other expenses, costs and attorneys' fees incurred in collection under or enforcement of this Mortgage and Security Agreement shall be included in the Indebtedness secured by the Property.

The Indebtedness shall become due and payable at the option of the Mortgagee if proceedings under any bankruptcy or insolvency law are commenced by or against the Mortgagor, Miller and/or any Affiliate or if a general assignment for the benefit of creditors is made by the Mortgagor, Miller and/or any Affiliate or if a trustee or receiver of all or a substantial part of the assets of the Mortgagor, Miller and/or any Affiliate is appointed.

From time to time, the Mortgagor shall join with the Mortgagee in executing one or more financing statements covering the Property pursuant to the Uniform Commercial Code in a form satisfactory to the Mortgagee.

A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof or of the obligations secured by this Mortgage and Security Agreement shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions, and other provisions of this Mortgage and Security Agreement and of the obligations, instruments, notes, contracts, guaranties and agreements secured by this Mortgage and Security Agreement shall survive and continue to remain in full force and effect.

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No change, amendment, modification, cancellation or discharge hereof or any part hereof shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

Upon payment of the Indebtedness secured by this Mortgage and Security Agreement, the Mortgagee shall release this Mortgage and Security Agreement. The Mortgagor shall pay all costs of recordation, if any.

The Mortgagor hereby waives and releases all rights, if any, under or by virtue of the homestead exemption under the laws of the state in which the Property is located and all rights of redemption, if any.

In case any one or more of the provisions of this Mortgage and Security Agreement shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the validity of the remaining provisions hereof shall be in no way affected, prejudiced, or disturbed. If more than one person shall execute this Mortgage and Security Agreement as the "Mortgagor", the term "Mortgagor" shall mean each corporation, partnership, person or other entity or association, individually as well as collectively, and all parties executing this Mortgage and Security Agreement as "Mortgagor" and each of them shall be jointly and severally liable hereunder. The Mortgagor acknowledges that the Indebtedness is strictly and solely for business purposes only. This Mortgage and Security Agreement is assignable by the Mortgagee in its sole discretion.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage and Security Agreement.

MORTGAGOR:

First National Bank in Chicago Heights as
Trustee under Trust No. 6040

BY: Donna W. Williams
Assistant Trust Officer

Attest: Jay W. Johnson
Administrative Assistant

Address: 100 First National Plaza

Chicago Heights, Illinois 60411

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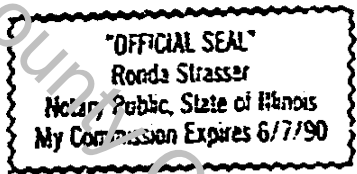
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STATE OF ILLINOIS)
) S§:
COUNTY OF COOK)

I, Ronda Strasser, a Notary Public in
and for said county and state, do hereby certify that Donna Willwerscheid,
Assistant Trust Officer of First National Bank in Chicago
Heights and Joyce L. Urban, Adm Asst of same, personally known to
me to be the same person(s) whose name(s) are subscribed to
the foregoing instrument, appeared before me this day in person,
and acknowledged that they signed and delivered the said
instrument as their free and voluntary act, for the uses
and purposes therein set forth.

Given under my hand and official seal, this 10th day
of February, 1986. My commission expires: _____.

Ronda Strasser
Notary Public



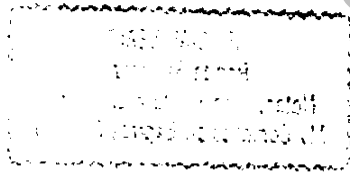
Notary of Cook County Clerk's Office

NOTARY PUBLIC STATE OF ILLINOIS

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APPENDIX TO MORTGAGE AND SECURITY AGREEMENT

The persons, corporations or other entities referred to individually and collectively as the "Affiliate" in the attached Mortgage and Security Agreement are:

Dave Miller Olds, Inc.

Dave Miller Nissan, Inc.

James Miller Chevrolet, Inc.

Joliet Nissan, Inc.

Dave Miller Dodge City, Inc.

Dave Miller Pontiac, Inc. which, for information purposes, has an assumed name of David Pontiac, Inc.

Buffalo Grove Nissan, Inc.

Michael Olds, Inc.

Dave Miller Dodge City of Des Plaines, Inc. which, for information purposes, has an assumed name of Dodge City of Des Plaines, Inc.

Olympia Dodge of Countryside, Inc. which, for information purposes, has an assumed name of Dodge City of Countryside, Inc.

Dave Miller Buick, Inc.

Denny Kramer Chrysler Dodge Plymouth, Inc.

Denny Kramer Motors, Inc.

Classic Oldsmobile, Inc. which, for information purposes, has an assumed name of Classic Honda

Dave Miller Volkswagen, Inc.

Idea Van Conversions, Inc.

EXONERATION OF LIABILITY
HEREIN AND ANY OTHER INSTRUMENTS
HEREIN

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EXHIBIT 1

LOT 2 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703, BEING A RESUBDIVISION OF LOT 1 IN GRAND SPAULDING ODGE SUBDIVISION, RECORDED DECEMBER 17, 1976 AS DOCUMENT 23752075, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: #03-08-101-021

PROPERTY: 915 W. Dundee Road, Buffalo Grove, Illinois

THIS INSTRUMENT PREPARED BY:
AND MAIL TO:

DAVID J. ECKERT
BECKER & TENENBAUM
Attorneys at Law
200 S. Michigan Ave., 10th Floor
Chicago, Illinois 60604



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EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

REORDER COOK COUNTY RECORDER
9789#
TRAN 888188 131 38:00
#2222 10-11-88
DEPT-10-11-88
\$22.50

First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 6040

By William Davidson And
Associates Trust Officer

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22.00 mail