

LINE OF CREDIT SECOND MORTGAGE AND SECURITY AGREEMENT

THIS LINE OF CREDIT SECOND MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made as of the 28th day of March, 1988 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated December 9, 1986 and known as Trust No. 100719-00 ("Mortgagor") with a mailing address at 33 North LaSalle Street, Chicago, Illinois 60602 to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, with a banking address at 231 South LaSalle Street 60697, (together with its successors and assigns, including each and every holder from time to time of the Note hereinafter described, the "Mortgagee").

71-15-569 D1

RECITALS:

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A. Mortgagor is the owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto (the "Real Estate") which Real Estate forms a portion of the Premises described below; and

B. The Premises described below are encumbered by a first mortgage lien granted to Continental Illinois National Bank and Trust Company of Chicago the ("First Mortgage Lender") to secure an indebtedness in the original principal sum of \$760,000.00 (the "First Mortgage Loan");

C. Mortgagor has, concurrently with the execution of this Mortgage, executed and delivered to Mortgagee, Mortgagor's promissory note (the "Note") payable to the order of Mortgagee, of even date herewith and evidencing an indebtedness in the principal sum of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) or so much as may now or hereafter be disbursed by Lender to or for the benefit of Borrower, including additional advances as provided hereinafter, bearing interest at the rate specified in the Note, with the final payment of principal and interest, if not sooner paid, due and payable on August 1, 1992;

D. Mortgagor, Alan H. Shure, Lynette A. Gaza, and James L. Gaza ("Guarantors") have entered into a Loan Agreement with Mortgagee dated the date hereof (the "Loan Agreement") pursuant to which Mortgagee shall, subject to the terms and conditions of said Loan Agreement, make future advances to Beneficiary within one year after the date hereof ("Advances"); and

E. The indebtedness evidenced by the Note, including principal, interest, Advances and any premiums, and all extensions, renewals, modifications or substitutions thereof and all other sums which may be at any time due or owing or required to be paid as provided in this Mortgage are collectively referred to as the "Indebtedness";

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other Indebtedness and the performance and observance of all of the covenants, agreements and provisions contained in this Mortgage, and the Note, and in consideration of the Premises and of the sum of TEN DOLLARS (\$10.00) paid by Mortgagee to Mortgagor, and for other good and valuable considerations, the receipt and sufficiency of which are acknowledged by Mortgagor, Mortgagor DOES HEREDY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, and CONVEY unto Mortgagee, its successors and assigns forever, all of its estate, right, title and interest in, to and under the Real Estate (which, together with the property mentioned in the next succeeding paragraphs is called the "Premises"), subject to the liens, security interests, rights and remedies of the First Mortgage Lender pursuant to the First Mortgage Loan;

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TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, gores of land, streets, avenues and alleys adjoining the Real Estate;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, emblements, passages, waters, water courses, riparian rights, zoning variances and exceptions, other rights, liberties and privileges thereof or in any way now or at any time appertaining to the Real Estate, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

TOGETHER with all buildings and improvements of every kind and description now or at any time erected or placed on the Real Estate, and all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or at any time erected on the Real Estate, all of which materials shall be deemed to be included within the Premises immediately upon delivery to the Real Estate, and all fixtures and articles of personal property now or at any time owned by Mortgagor and attached to or forming a part of or used in connection with the Real Estate or the operation and convenience of any buildings and improvements now or at any time hereafter located on the Real Estate, and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said buildings and improvements in any manner, it being mutually agreed that all of the above property owned by Mortgagor and placed on the Real Estate shall, so far as permitted by law, be deemed to be fixtures, a part of the Real Estate, and security for the Indebtedness.

TOGETHER with all right of Mortgagor to retain possession of the Premises after the occurrence of an Event of Default, as defined below; and

TOGETHER with all awards and other compensation now or at any time to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are assigned to Mortgagee, and Mortgagor designates Mortgagee as its agent and directs and empowers Mortgagee, at the option of Mortgagee, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust or compromise the claim for any award and to collect and receive the proceeds of such award, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Indebtedness is otherwise adequately secured, all subject to the provisions of Paragraph 10 of the Mortgage.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes in this Mortgage set forth Mortgagor hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements provided in this Mortgage to be performed and observed by Mortgagor, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall pay when due (a) the principal of and interest and premium, if any, on the Indebtedness evidenced by the Note and (b) all other Indebtedness; Mortgagor shall duly and punctually perform and observe all of the terms, provisions,

conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in this Mortgage, the Note and the other Loan Documents, hereinafter described, and this Mortgage shall secure each payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, Etc. Mortgagor shall (a) subject to the terms and conditions contained in Paragraph 8 of this Mortgage, promptly repair, restore or rebuild any building or improvement now or at any time included within the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (c) pay, when due, the First Mortgage Loan and any other indebtedness which may be secured by a lien or charge on the Premises superior to the lien of this Mortgage and, upon request, exhibit to Mortgagee satisfactory evidence of such payment; (d) complete, within a reasonable time, any building or other improvements now or at any time in the process of erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and its use, including without limitation, all environmental requirements imposed by federal, state or local authorities with respect to the Premises or any business or other activity conducted thereon; (f) make or permit no material alterations in the Premises except as required by law or ordinance without the prior written consent of Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises; (i) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises; (j) suffer or permit no use, storage, treatment or disposal of toxic or hazardous waste or material on the Premises; (k) cause the Premises to be managed in a competent and professional manner; and (l) give notice in writing to Mortgagee of and, unless otherwise directed in writing by the Mortgagee, appear in and defend any action or proceeding purporting to affect the Premises, the security of this Mortgage or the rights or powers of Mortgagee.

3. Other Liens. Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, excepting only the lien of the First Mortgage Loan, the lien of real estate taxes and assessments not due or delinquent and any other liens or encumbrances permitted pursuant to Paragraph 16 of this Mortgage.

4. Taxes. Mortgagor shall pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature, whatsoever (all herein generally called "Taxes") whether or not assessed against Mortgagor, if applicable to the Premises or any interest in the Premises, or the Indebtedness, or any obligation or agreement secured by this Mortgage; and Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts for such Taxes. Mortgagor shall pay in full under protest in the manner provided by statute, any Taxes which Mortgagor may desire to contest; provided, that if deferment of payment of any such Taxes is required to conduct any contest or review, Mortgagor shall deposit with Mortgagee the full amount of payment due, together with an amount equal to the estimated interest and penalties on such payment during the period of contest, and in any event, shall pay such Taxes, notwithstanding such contest, if in the opinion of Mortgagee the premises shall be in jeopardy or in danger of being forfeited or foreclosed; and if Mortgagor shall not pay the same when required, Mortgagee may do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens required by this Mortgage to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of Taxes, so as to affect this Mortgage or the Indebtedness or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such Taxes, or reimburse Mortgagee for such payment on

demand, unless such payment or reimbursement by Mortgagor is unlawful in which event the Indebtedness shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 4 contained shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, except that which may be levied against such income expressly as and for a specific substitute for Taxes pertaining to the Premises, and then only in an amount computed as if Mortgagee derived no income from any source other than its interest under this Mortgage.

5. Insurance Coverage. Mortgagor shall obtain and maintain public liability insurance against bodily injury and property damage arising with respect to the Premises, with such limits as Mortgagee may require, and shall insure and keep insured all of the buildings and improvements at any time hereafter included within the Premises and each and every part and parcel of the Premises, against such perils and hazards as Mortgagee may from time to time require, and in any event including:

(a) Insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Mortgagee may reasonably require, in amounts equal to not less than ninety percent (90%) of the full replacement value of the Premises;

(b) Rental or business interruption insurance in amounts sufficient to pay during any period of up to one (1) year in which the Premises may be damaged or destroyed, all amounts required by this Mortgage to be paid by Mortgagor;

(c) Steam boiler, machinery and other insurance of the types and in amounts as Mortgagee may require but in any event not less than customarily carried by persons owning or operating like properties; and

(d) Insurance against loss or damage by flood or mud slide, if the Premises are now, or at any time while the Indebtedness remains outstanding shall be, situated in an area which an appropriate governmental authority designates as a flood or mud slide hazard area or the like, in such amount as Mortgagee may require, but no amount in excess of the minimum legal limit of coverage shall be so required.

6. Insurance Policies. All policies of insurance to be maintained and provided as required by Paragraph 5 of this Mortgage shall be in form, companies and amounts reasonably satisfactory to Mortgagee (all companies providing insurance coverage shall have a Best's Rating of "B" or better) and all policies of casualty insurance shall have attached standard noncontributory mortgage clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee. Mortgagor will deliver all policies, including additional and renewal policies to Mortgagee and, in case of insurance policies about to expire, Mortgagor will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration. All insurance policies shall contain a provision requiring at least thirty (30) days notice to Mortgagee prior to any cancellation or modification of such policies. Mortgagor shall not permit any condition to exist with respect to the Premises which would wholly or partially invalidate any such insurance.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Mortgage unless Mortgagee is included under a standard mortgage clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any separate insurance is taken out and shall promptly deliver to Mortgagee any policies or certificates of such insurance.

7. Deposits for Taxes and Insurance Premiums. In order to assure the payment of Taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable:

(a) Mortgagor shall, if required by Mortgagee and permitted by the First Mortgage Lender, deposit with Mortgagee on the first day of each and every month, commencing with the date the first payment of principal and/or interest shall become due on the Indebtedness, an amount equal to:



(i) One-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable, plus; and

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subparagraph (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable;

provided that the amount of such deposits ("Tax and Insurance Deposits") shall be based upon Mortgagee's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable; and all Taxes and Insurance Deposits shall be held by Mortgagee without any allowance of interest.

(b) The aggregate of the monthly Tax and Insurance Deposits, together with monthly payments of principal and/or interest payable on the Note shall be paid in a single payment each month, to be applied prior to the occurrence of an Event of Default to the following items in the order stated:

- (i) Taxes and insurance premiums;
- (ii) Indebtedness other than principal and interest on the Note;
- (iii) Interest on the Note;
- (iv) Amortization of the principal balance of the Note.

(c) Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefor, pay the insurance premiums and Taxes or will, upon the presentation of receipted bills, reimburse Mortgagor for each payments made by Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the taxes and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. If the total of such Deposits exceeds the amount required to pay the Taxes and insurance premiums, such excess shall be credited on subsequent payments to be made for such Deposits.

(d) Upon the occurrence of an Event of Default, Mortgagee may, at its option, without being required, apply any Tax and Insurance Deposits on hand to any of the Indebtedness, in such order and manner as Mortgagee may elect. When the Indebtedness has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to Mortgagor. Mortgagor hereby grants to Mortgagee a security interest in and to all Tax and Insurance Deposits, and the same are pledged as additional security for the Indebtedness, and shall be held by Mortgagee to be irrevocably applied for the purposes for which made as provided in this Mortgage, and shall not be subject to the direction or control of Mortgagor.

(e) Despite anything contained in this Mortgage to the contrary, Mortgagee, and its loan servicing agent, or their successors and assigns, shall not be liable for any failure to apply to the payment of Taxes and insurance premiums any amounts deposited as Tax and Insurance Deposits unless Mortgagor, while no Event of Default has occurred and is continuing under this Mortgage, shall have requested Mortgagee in writing to make application of such Deposits on hand to the payment of the particular Taxes or insurance premiums for the payment of which

such Deposits were made, accompanied by the bills for such payments. Neither Mortgagee nor its loan servicing agent shall be liable for any act or omission taken in good faith or pursuant to the instructions of any party but only for its gross negligence or willful misconduct.

8. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance, Mortgagee (or, after entry of a judgment of foreclosure, the purchaser at the foreclosure sale or judgment creditor, as the case may be) is authorized at its option either (i) to settle and adjust any claim under such policies without the consent of Mortgagor, or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that Mortgagor may itself adjust losses aggregating not in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) if such adjustment is carried out in a competent and timely manner, and provided that in any case Mortgagee shall, and is authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional indebtedness, and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of all or any part of the Premises ("Insured Casualty"), and if, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty, and adequately securing the outstanding balance of the indebtedness, then, if an Event of Default shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding all or any part of the Premises subject to Insured Casualty, as provided for in Paragraph 9 of this Mortgage; and Mortgagee covenants and agrees immediately to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms of this Mortgage.

(c) Mortgagor hereby grants a security interest to Mortgagee in and to the proceeds of insurance arising from any Insured Casualty. Except as provided in Subsection (b) of this Paragraph 8, Mortgagee may apply such proceeds upon the indebtedness, in such order or manner as Mortgagee may elect.

(d) If the proceeds of insurance, if any, shall be made available to Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, Mortgagee covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to the Insured Casualty, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

9. Disbursement of Insurance Proceeds. If Mortgagor is entitled to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with (i) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Mortgagee may reasonably require and approve; and Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work

performed from time to time; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor for that purpose, shall be at least sufficient in the reasonable judgment of Mortgagee to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of Mortgagee, be applied on account of the Indebtedness, then most remotely to be paid, or be paid to any other party entitled to payment. No interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held in the hands of Mortgagee.

10. Condemnation. Mortgagor hereby assigns, transfers, grants a security interest in and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of and/or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness then most remotely to be paid, whether due or not, or require Mortgagor to restore or rebuild the Premises, in which event, the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of such rebuilding or restoring. If, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the condemnation and adequately securing the outstanding balance of the Indebtedness, the award shall be used to reimburse Mortgagor for the cost of restoration and rebuilding; provided, that no Event of Default has occurred and is then continuing. If Mortgagor is required or permitted to rebuild or restore the Premises, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Mortgagee, and proceeds of the award shall be paid out in the same manner as is provided in Paragraph 9 of this Mortgage for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs or rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the Indebtedness, then most remotely to be paid, or be paid to any other party entitled to payment, including, if applicable, Mortgagor. No interest shall be allowed to the Mortgagor on account of any award held by Mortgagee.

11. Stamp Tax. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagor or the Premises, any tax is used or becomes due in respect of the issuance of the Note or the granting of this Mortgage, Mortgagor shall pay such tax in the manner required by such law. Mortgagor agrees to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax upon the issuance of the Note or the granting of this Mortgage.

12. Effect of Extensions of Time and Amendments on Junior Liens and Others. If the payment of all or any part the Indebtedness is extended or varied, or if any part of the security for payment is released, all persons now or at any time liable for such payment, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions of this Mortgage, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon or interest in the Premises, shall take such lien subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Assignment referred to in this Mortgage, and to extend the maturity of the Indebtedness, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

13. Mortgagee's Performance of Mortgagor's Obligations. If an Event of Default shall occur and be continuing, Mortgagee, either before or after acceleration of the Indebtedness or the foreclosure of the lien of this Mortgage and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act required of Mortgagor in this Mortgage (whether or not Mortgagor is personally liable for such payment or performance) in any form and manner deemed expedient by Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees, of every kind and nature, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes authorized in this Mortgage, and all expenses paid or incurred in connection therewith, including attorneys' fees and other monies advanced by Mortgagee to protect the Premises and the lien of this Mortgage, to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises operational and usable for its intended purpose shall be so much additional indebtedness, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest at the Default Rate specified in the Note ("Default Rate"). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it as a result of the occurrence of an Event of Default. Mortgagee, in making any payment authorized by this Mortgage (a) relating to Taxes, may do so according to any bill statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) relating to the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) relating to the completion of construction, furnishing or equipping of the improvements or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself. Mortgagor shall protect, defend, indemnify and hold Mortgagee harmless from and against any and all loss, cost, damage, liability or expense, including reasonable attorneys' fees, incurred or sustained by Mortgagee as a result of the material untruth or incompleteness of any representation or warranty made in this Mortgage.

14. Inspection of Premises and Records. Mortgagee shall have the right to inspect the Premises and all books, records and documents relating to the Premises at all reasonable times, and access to the Premises and such items shall be permitted for that purpose.

15. Security Agreement and Financing Statement. This mortgage constitutes a security agreement pursuant to the Uniform Commercial Code of the State of Illinois (the "Code") with respect to the "Collateral" described in Exhibit "B" attached hereto. Mortgagor acknowledges that it grants, elsewhere in this Mortgage, a security interest to Mortgagee in and to certain of the Collateral and hereby grants to Mortgagee a security interest in and to all other of the Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises. Without limiting the foregoing, Mortgagor represents and warrants to Mortgagee, and covenants and agrees with Mortgagee, as follows:

(a) Mortgagor (the "Debtor" as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien of this Mortgage.

(b) Such of the Collateral which constitutes "fixtures" or "equipment" as those terms are used in the Code (collectively "Equipment and Fixtures"):



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(i) shall be used by Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use or as the equipment, fixtures or and furnishings furnished by Mortgagor, as landlord, to tenants of the Premises;

(ii) will be kept at the Real Estate, and will not be removed without the written consent of Mortgagee (the "Secured Party" as that term is used in the Code); and

(iii) may be affixed to the Real Estate but will not be affixed to any other real estate.

(c) The only persons having any interest in the Collateral are Mortgagor, Mortgagee and permitted tenants and users.

(d) No Financing Statement covering any of the Collateral or any proceeds of the Collateral is on file in any public office except pursuant to this Paragraph.

(e) Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no adverse liens or encumbrances. Mortgagor will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) If an Event of Default shall occur, Mortgagee shall have all remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of all or any part of the Collateral, to render the Equipment and Fixtures unusable, without removal, and dispose of the Equipment and Fixtures on the Premises, and to require Mortgagor to assemble the Equipment and Fixtures and make them available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least five (5) days notice of the time and place of any public sale or of the time after which any private sale or any intended disposition may be made.

Notice of sale, if mailed, shall be deemed reasonably and properly given if mailed at least five (5) days before the time of sale or disposition, by registered or certified mail, postage prepaid, addressed to Mortgagor at the address for Mortgagor in this Mortgage. Mortgagee may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Real Estate, the Collateral and Real Estate to be sold as one lot if Mortgagee so elects.

(g) The remedies of Mortgagee under this Mortgage are cumulative and the exercise of any one or more of the remedies provided for in this Mortgage or under the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including, without limitation, selling the Collateral as a part of the Real Estate upon any foreclosure of the lien hereof.

(h) The terms and provisions contained in this Paragraph shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to such of the Collateral which constitutes "fixtures" as that term is used in the Code. The addresses of Mortgagor (Debtor) and Mortgagee (Secured

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Party) are set forth in Paragraph 34 of this Mortgage. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Real Estate is located. Mortgagor is the record owner of the Real Estate.

16. Restrictions on Transfer. Mortgagor shall not, without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined below). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, if granted, accomplished, attempted or effectuated without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer":

(a) all or any part of the Premises or any interest in the Premises; or

(b) all or any portion of the beneficial interest or power of direction in or to the trust of which Mortgagor is trustee (the "Beneficial Interest"); or

(c) any shares of capital stock of the Beneficiary;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 16 shall not apply (i) to liens securing the Indebtedness, (ii) to liens securing the First Mortgage Loan (iii) to the lien of current taxes and assessments not in default, or (iv) to any transfers of all or any part of the Premises or Beneficial Interest, or any interest therein, or any shares of stock of Beneficiary, by or on behalf of an owner or holder thereof who is deceased or declared judicially incompetent, to such owner's or holder's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

17. Events of Default. If one or more of the following events ("Events of Default") shall occur:

(a) A default shall be made in the due and punctual payment of the Note or of any payment of monies required to be made under this Mortgage; or

(b) A Prohibited Transfer shall occur; or

(c) Mortgagor, becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they mature, or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for Mortgagor, or any property of Mortgagor, including the Premises; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for Mortgagor or for any portion of Mortgagor's property and is not discharged within 30 days; or any bankruptcy, reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Mortgagor and if instituted against Mortgagor is consented to or acquiesced in by Mortgagor or remains for 30 days undismissed; or any warrant of attachment is issued against any portion of Mortgagor's property, including the Premises, which is not released within 30 days of service. For the purposes of this Paragraph 17(c) only, the term Mortgagor shall mean and include not only Mortgagor but also any beneficiary of a trustee mortgagor, and each person who as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness or any of the covenants or agreements contained in this Mortgage; or

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(d) A default shall occur and be continuing under the provisions of Paragraph 24 of this Mortgage, or under the Assignment referred to in said Paragraph; or

(e) A default shall continue for twenty (20) days after notice of such default by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or condition contained in this Mortgage; or

(f) A default, "Default" or "Event of Default" shall occur pursuant to the Note, the Loan Agreement, the Assignment, or any other document securing or further evidencing the loan evidenced by the Note (collectively with this Mortgage, the "Loan Documents"); or

(g) A default shall occur pursuant to the documents evidencing or securing the First Mortgage Loan; or

(h) The Premises shall be abandoned; or

(i) The title of Mortgagor to its interest in all or any substantial part of the Premises shall become the subject matter of litigation which would or might, in Mortgagee's opinion, upon final determination result in substantial impairment or loss of the security provided by this instrument and upon notice by Mortgagee to Mortgagor such litigation is not dismissed within thirty (30) days after such notice; or

(j) This Mortgage shall not constitute a valid first lien on and security interest in the Premises, or if such lien and security interest shall not be perfected; or

(k) Any representation or warranty made in this Mortgage or in any other Loan Document shall be untrue or incomplete in any material respect;

then Mortgagee is authorized and empowered, at its option, and without affecting the lien created by this Mortgage or the priority of said lien or any right of Mortgagee under this Mortgage to declare, without further notice, all Indebtedness to be immediately due and payable, whether or not such default is later remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Note, the Assignment, any of the other Loan Documents, or by law or in equity conferred.

18. Possession by Mortgagee. When the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Indebtedness; and the rents, issues and profits of and from the Premises are specifically pledged to the payment of the Indebtedness.

19. Foreclosure. When all or any part of the Indebtedness, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage for such Indebtedness or part thereof. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had

pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph 19, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional indebtedness and shall be immediately due and payable by Mortgagor, with interest at the Default Rate per annum until paid.

20. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether or not the same shall be then occupied as a homestead. Mortgagee or any employee or agent of Mortgagee may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of:

(a) The Indebtedness or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to the foreclosure sale; or

(b) The deficiency in case of a sale and deficiency.

21. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 21 of this Mortgage; Second, all other items which, under the terms of this Mortgage, constitute Indebtedness additional to that evidenced by the Note, with interest on such items as provided in this Mortgage; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and lastly, any overplus to Mortgagor, and its successors or assigns, as their rights may appear.

22. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings. The balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss payable to said decree creditors. Any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redemtor may cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a new loss clause to be attached, making the loss under such policy payable to such redemtor. In the event of foreclosure sale, Mortgagee is authorized, without the consent of Mortgagor, to assign any and all insurance policies



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to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums on such policies.

23. Waiver. Mortgagor covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time in force, nor claim, take or insist upon any benefit or advantage of or from any law now or at any time in force providing for the valuation or appraisal of all or any part of the Premises, prior to any sale or sales of the Premises to be made pursuant to any provisions contained in this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or at any time in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, it being the intent of this Paragraph 23 that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be waived to the full extent permitted by the provisions of applicable law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

24. Assignment. As further security for the Indebtedness, Mortgagor shall, if requested by Mortgagee, execute and deliver to Mortgagee a separate instrument (the "Assignment") by which, among other things, Mortgagor shall assign to Mortgagee any and all leases now or at any time executed by Mortgagor, as lessor or landlord, with respect to the Premises. All of the terms and conditions of said Assignment shall be incorporated into this Mortgage by reference as fully and with the same effect as if set forth herein at length. Mortgagor agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. Nothing contained in this Mortgage shall be deemed to obligate Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor under the Assignment and Mortgagor shall indemnify and hold Mortgagee harmless from any and all liability, loss or damage which Mortgagee may or might incur by reason of the Assignment. Any and all such liability, loss or damage incurred by Mortgagee, together with the costs and expenses, including reasonable attorneys' fees, incurred by Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional Indebtedness. Mortgagor shall reimburse Mortgagee for such amounts on demand, together with interest at the Default Rate from the date of demand to the date of payment.

25. Mortgagee in Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

26. Further Assurances. Mortgagor will execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged by this Mortgagee or property intended so to be; whether now owned by Mortgagor or hereafter acquired.

27. Covenants Run with Land; Mortgagor's Successors. All of the covenants of this Mortgage shall run with the land and be binding on any successor owners of the Premises. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or

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successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph 27 shall vary or negate the provisions of Paragraph 16 of this Mortgage.

28. Rights Cumulative. Each right, power and remedy conferred upon Mortgagee by this Mortgage is cumulative and in addition to every other right, power or remedy, express or implied, given now or existing, at law or in equity, and each and every right, power and remedy set forth in this Mortgage or otherwise existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. The exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy accruing under this Mortgage or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

29. Successors and Assigns. This Mortgage and each of its covenants, agreements and other provisions shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest in the Premises), and shall inure to the benefit of Mortgagee and its successors and assigns. Wherever Mortgagee is referred to in this Mortgage, such reference shall be deemed to include the holder from time to time of the Note; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded by this Mortgage, and may enforce all and every of the terms and provisions of this Mortgage, as fully and to the same extent and with the same effect as if such from time to time holder were in this Mortgage by name specifically designated Mortgagee.

30. Provisions Severable. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions contained in this Mortgage unenforceable or invalid.

31. Waiver of Defense. No action for the enforcement of the lien or any provision of this Mortgage shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.

32. Time of the Essence. Time is of the essence of the Note, this Mortgage, the Assignment and any other document evidencing or securing the Indebtedness.

33. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of its provisions. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

34. Notices. Every notice, demand, consent, request, approval or other documents or instruments required or permitted to be served upon any of the parties hereto (herein collectively called "Notice") shall be in writing. It shall be sufficient if a copy of any Notice is personally served or sent by registered or certified United States mail, postage paid, return receipt requested, to the respective parties at the address below:

(a) If to Mortgagor or Beneficiary:

c/o International Components Corporation  
420 North May Street  
Chicago, Illinois 60622  
Attn: Alan H. Shure

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(b) If to Mortgagee:

Glenn N. Baldwin  
Continental Illinois National Bank and  
Trust Company of Chicago  
231 South LaSalle Street  
Executive Financial Center  
Chicago, Illinois 60697

with copies to:

John L. Wahlers, Esq.  
Continental Illinois National Bank  
and Trust Company of Chicago  
Law Department  
231 South LaSalle Street (105/9)  
Chicago, Illinois 60697

Each party to this Mortgage may from time to time change its address for purposes of receiving a Notice by giving Notice to the other party of such changed address, said Notice of changes address to become effective ten (10) days following the giving of such Notice. Service of any Notice as in this Paragraph provided shall be sufficient for all purposes. Whenever any Notice is desired to be given or is required by this Mortgage to be given by mail, such Notice shall be considered as having been given for all purposes hereunder upon deposit in the United States mail, postage prepaid, registered or certified, return receipt requested.

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

36. Estoppel Certificate. Mortgagor shall within ten (10) days of a written request from Mortgagee furnish Mortgagee with a written statement, duly acknowledged, setting forth the sums secured by this Mortgage and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Mortgage.

37. Release. Upon payment of the indebtedness, Mortgagee shall release this Mortgage and the lien hereof by proper instrument. Mortgagor shall pay Mortgagee's reasonable costs incurred in releasing this Mortgage.

38. Counterpart Execution. This Mortgage may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

39. Applicable Law. This Mortgage shall be governed by the laws of the State of Illinois.

40. Business Loans. Mortgagor certifies and agrees that the proceeds of the Note secured by this Mortgage will be disbursed for the purposes specified in Illinois Revised Statutes Chapter 17, Section 6404(1)(a) or (c), and that the principal obligation secured hereby constitutes a "business loan" within the definition and purview of said Section.

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41. Indemnity. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Premises; and/or the ownership, use, operation or maintenance of the Premises. All costs provided for in this Mortgage and paid for by Mortgagee shall be a part of the Indebtedness and shall become immediately due and payable without notice and with interest at the Default Rate.

42. Waiver of Homestead. Mortgagor waives any and all right of homestead in the Premises.

43. Future Advances. The lien of this Mortgage secures repayment of all Indebtedness, including all Advances as are made by Mortgagee within 20 years after the date of this Mortgage pursuant to the Loan Agreement, to the same extent as if such Advances were made on the date of the execution of this Mortgage, although there may be no Advances made at the time of execution of this Mortgage and although there may be no Indebtedness outstanding at the time any Advance is made. The lien of this Mortgage, as to third parties without actual notice hereof, shall be valid as to all Indebtedness, including Advances, from the time the Mortgage is filed for record in the county or counties in which the Premises is located. The total amount of Indebtedness that may be so secured may increase or decrease from time to time, but the total Indebtedness so secured at any one time shall not exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00), plus interest thereon as provided in the Loan Agreement, and plus any disbursements made for the payment of Taxes, special assessments, or insurance on the Real Estate, with interest on such disbursements as provided in the Loan Agreement.

44. Subordination. The lien and security interest granted to Mortgagee, the duties and obligations of Mortgagor and the rights, remedies, privileges and elections of Mortgagee hereunder are subject and subordinate to the liens, security interests, rights, remedies, privileges and elections of the First Mortgage Lender created by and arising pursuant to the First Mortgage Loan.

45. Land Trustee Exculpation. This Mortgage is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Mortgage or its making, issue or transfer. All such liability, if any, is expressly waived by each taker and holder hereof. Nothing herein shall modify or discharge the personal liability assumed by the guarantors hereof. Each original and successive holder of this Mortgage accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the Premises, or the proceeds arising from such sale or other disposition of the Premises. In the Event of Default, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment of the Indebtedness, action to enforce the personal liability of other makers on the Note or the guarantors of the Note, or any other remedies as the holder in its sole discretion may elect.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but solely as Trustee as aforesaid

ATTEST:

By: \_\_\_\_\_

Title: Notary Public

By: \_\_\_\_\_

Title: \_\_\_\_\_

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This instrument was prepared by  
and should be returned to:

John L. Walters, Esq.  
Continental Illinois National Bank  
and Trust Company of Chicago  
Law Department - 105-9th Floor  
231 South LaSalle Street  
Chicago, Illinois 60617

- Permanent Index Nos.: 17-08-254-011
- 17-08-254-012
- 17-08-254-018
- 17-08-254-004
- 17-08-254-014
- 17-08-254-017

Common Street Address: 400 North May Street  
Chicago, Illinois 60610

RECORDED  
1988 APR 12 PM 2:40

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STATE OF Ill )  
COUNTY OF Cook )

LORETTA M. SCWENSON

I, LORETTA M. SCWENSON, a notary public, in and for the County and ~~State~~ State aforesaid, DO HEREBY CERTIFY that DR. MICHAEL WITKIN and ROBERT E. JOHNSON, personally known to me to be the same persons whose names are, respectively as the Assistant Secy and Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated December 9, 1986 and known as Trust No. 100719-00, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed, sealed with the corporate seal of said association, and delivered said instrument as their own free and voluntary act, and the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

LORETTA M. SCWENSON  
Notary Public

My Commission expires:  
\_\_\_\_\_

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JOINER BY BENEFICIARY

In consideration of the disbursement of the Indebtedness, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Beneficiary, being the sole owner of the beneficial interest in, and sole beneficiary and holder of the power of direction of, the land trust of which Mortgagor is trustee, (the "Trust"), hereby consents to and joins in the covenants, agreements and conditions made by Mortgagor in this Revolving Credit Second Mortgage and Security Agreement ("Mortgage"). Without limiting the foregoing, the undersigned:

- (a) has or will duly authorize and direct Mortgagor to execute and deliver this Mortgage;
- (b) acknowledges and consents to the waiver of the statutory right of redemption, of the right to jury trial and other waivers contained in the Mortgage of the rights and remedies of Mortgagor and/or the undersigned;
- (c) acknowledges and consents to the restrictions on transfer contained in the Mortgage, including the restrictions on transfer of the beneficial interest in the Trust; and
- (d) consents to and joins in the security agreement contained in the Mortgage, as "Debtor", and grants to Mortgagee a security interest in any and all right, title and interest of the Beneficiary in and to the Premises and Collateral described in the Mortgage.

1740 NORTH MARSHFIELD PARTNERSHIP,  
an Illinois General Partnership

By: \_\_\_\_\_

Title: PARTNER

STATE OF ILLINOIS        )  
  )   SS.  
COUNTY OF             )

This instrument was acknowledged before me on       ,  
1988 by ALAN H. SHURE, as a general partner of the 1740 NORTH  
MARSHFIELD PARTNERSHIP, an Illinois General Partnership.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

SUB-LOTS 1, 2, 3, 4, 5, AND 6 IN C. J. HULL'S SUBDIVISION OF LOTS 4 AND 5 IN BLOCK 8 IN OGDEN ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 15, 16, 17 AND 18 IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE SOUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PRIVATE ALLEY LYING WEST AND ADJOINING SAID LOTS 1 TO 6 INCLUSIVE IN SAID C. J. HULL'S SUBDIVISION AFORESAID ALSO THE SOUTH 1/2 OF THE EAST AND WEST 18 FOOT VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE, AND SAID NORTH LINE EXTENDED WEST TO THE WEST LINE OF AFORESAID PRIVATE ALLEY, OF AFORESAID LOT 6 IN C. J. HULL'S SUBDIVISION AND THE SOUTH 1/2 OF THE EAST AND WEST 19 FOOT VACATED PUBLIC ALLEY LYING NORTH OF AND ADJOINING AFORESAID LOTS 15, 16, 17 AND 18 IN THE SUBDIVISION BY COMMISSIONERS IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL THAT PART OF LOTS 1 TO 19 INCLUSIVE IN COLGATE'S RESUBDIVISION OF LOTS 6 TO 14 INCLUSIVE IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE SOUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO OF THE VACATED ALLEY LYING EAST OF LOTS 9 TO 16 IN THE ABOVE SAID RESUBDIVISION, AND ALSO OF THE SOUTH 1/2 OF THE EAST AND WEST 19-FOOT VACATED PUBLIC ALLEY LYING SOUTH OF AND ADJOINING LOTS 22 AND 23 IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION IN CASE 23474 CIRCUIT COURT OF THE SOUTHWOOD 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF AFORESAID EAST AND WEST 19-FOOT VACATED ALLEY AND THE EAST LINE EXTENDED NORTH OF SAID LOT 17 IN COLGATE'S RESUBDIVISION; THENCE WEST ALONG SAID CENTER LINE, AND SAID CENTER LINE EXTENDED WEST, OF EAST AND WEST 19-FOOT VACATED PUBLIC ALLEY TO A POINT IN THE WEST LINE OF LOT 2 IN SAID COLGATE'S RESUBDIVISION, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 IN SAID COLGATE'S RESUBDIVISION TO A POINT 150.5 FEET NORTH FROM THE SOUTH WEST CORNER OF LOT 9 IN SAID COLGATE'S RESUBDIVISION, THENCE SOUTHEASTERLY TO A POINT IN THE SOUTH LINE OF SAID LOT 9, 90 FEET EAST FROM THE SOUTH WEST CORNER THEREOF, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 9, THE VACATED ALLEY AND LOT 19 IN THE SAID COLGATE'S RESUBDIVISION 69.14 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF SAID LOT 19; THENCE NORTH ALONG THE EAST LINE, AND SAID EAST LINE EXTENDED NORTH OF SAID LOTS 19, 18 AND 17 IN SAID RESUBDIVISION TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

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PARCEL 3:

THAT PART OF LOT 3 IN BLOCK 8 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A STRAIGHT LINE DRAWN BETWEEN A POINT ON THE EAST LINE OF RACINE AVENUE (FORMERLY NORTH CENTER AVENUE) WHICH IS A DISTANCE OF 101.14 FEET SOUTH OF THE SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE AND A POINT ON THE WEST LINE OF MAY STREET) WHICH IS A DISTANCE OF 100.97 FEET SOUTH OF THE SAID SOUTH LINE OF HUBBARD STREET, (FORMERLY AUSTIN AVENUE) ALSO THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY ADJACENT TO THE SOUTH LINE OF SAID LOT 3 IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF LOT 5 AND LOTS 19 TO 23 (BOTH INCLUSIVE) AND THE VACATED NORTH AND SOUTH ALLEY ADJACENT TO THE WEST LINE OF SAID LOT 23 AND ADJACENT TO THE SAID WEST LINE OF LOT 23 PRODUCED SOUTH TO THE CENTER LINE OF THE VACATED EAST AND WEST ALLEY IN THE SUBDIVISION BY THE COMMISSIONERS IN PARTITION CASE NO. 23474 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS OF THE 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A STRAIGHT LINE DRAWN BETWEEN A POINT ON THE EAST LINE OF RACINE AVENUE, (FORMERLY NORTH CENTER AVENUE) WHICH IS A DISTANCE OF 101.14 FEET SOUTH OF THE SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) AND A POINT ON THE WEST LINE OF MAY STREET WHICH IS A DISTANCE OF 100.97 FEET SOUTH OF THE SAID SOUTH LINE OF HUBBARD STREET (FORMERLY AUSTIN AVENUE) ALSO ALL OF THE NORTH 1/2 OF VACATED EAST AND WEST ALLEY ADJACENT TO THE SOUTH LINE OF SAID LOTS 19 TO 23 IN COOK COUNTY, ILLINOIS

PARCEL 5:

LOTS 1, 2, 15 AND 16 IN COLGATE'S RESUBDIVISION OF LOTS 6 TO 15 INCLUSIVE, IN THE CIRCUIT COURT PARTITION OF 3 ACRES IN THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE PART OF AFORESAID LOTS 2 AND 15 WHICH LIES SOUTH OF THE CENTER LINE PRODUCED WEST OF THE VACATED EAST AND WEST ALLEY WHICH LIES SOUTH OF AND ADJACENT TO LOT 23 IN AFORESAID CIRCUIT COURT PARTITION) IN COOK COUNTY, ILLINOIS

Common Street Address: 400 N. May Street  
Chicago, Illinois

Permanent Index Nos.: 17-08-254-011 1706 ACO  
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17-08-254-018 17019 ACO  
17-08-254-004 3 ACO  
17-08-254-014 5 ACO  
17-08-254-017 3 ACO M

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## EXHIBIT B

### Description of Collateral

All equipment, fixtures, apparatus and articles which relate to the operation, maintenance or management of the real estate described in Exhibit A attached to the document to which this Exhibit is also attached (the "Real Estate") including but not limited to all building materials (whether or not affixed) which are intended to be incorporated in the improvements upon the Real Estate and the equipment, fixtures, apparatus and articles now or hereafter located on the Real Estate and used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration or ventilation therein or thereon, whether individual units or centrally controlled, but excluding tenants' trade fixtures, furnishings and other property.

Any monies on deposit for the payment of real estate taxes or special assessments against the Real Estate, or for the payment of premiums on policies of fire or other hazard insurance covering the Collateral described hereunder or the aforesaid Real Estate and all proceeds of any award or claims for damages for any of the Collateral described hereunder or the Real Estate taken or damaged under the power of eminent domain, by condemnation or due to casualty loss, and all rents, issues and profits of and from the Real Estate.

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