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AMENDED AND RESTATED FIRST MORTGAGE AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED FIRST MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made as of the 31st day of March, 1988 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated March 25, 1988 and known as Trust No. 104997-05 with its mailing address at 33 North LaSalle Street, Chicago, Illinois 60690 ("Mortgagor") and BALCOR REAL ESTATE FINANCE INC., an Illinois corporation with its principal place of business at 4849 Golf Road, Skokie, Illinois 60077 ("Mortgagee").

WITNESSETH:

A. Mortgagee is the owner and holder of that certain Construction Mortgage, Assignment of Leases and Rents and Security Agreement dated December 3, 1984 and recorded on December 21, 1984 as Document 27380259, made by PLB/TDC Limited Partnership, an Illinois limited partnership, and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 25, 1984 and known as Trust Number 62600, to BalcOR Real Estate Finance Inc., formerly known as BalcOR/American Express Real Estate Finance, Inc. hereinafter referred to as the "Prior Mortgage").

B. The Prior Mortgage secures the repayment of that certain Secured Promissory Note dated December 3, 1984 in the amount of \$9,600,000.00 (hereinafter referred to as the "Prior Note").

C. Concurrently herewith, Mortgagor is acquiring the real property legally described in Exhibit A hereto.

D. Mortgagee has agreed, upon the terms and conditions hereinafter set forth, to advance to Mortgagor an additional amount which combined with the outstanding principal balance of the Prior Note shall equal \$14,382,000.00 (the "Loan").

E. The Loan shall be evidenced by a certain Secured Promissory Note in the principal amount of Fourteen Million Three Hundred Eighty Two Thousand and 00/100 Dollars (\$14,382,000.00), of even date herewith, payable to the order of Mortgagee at its office set forth above, or at such other place as the holder thereof may designate in writing, with interest and principal payable as set forth therein (said note, together with all amendments, renewals, extensions and/or modifications thereof and all notes issued in substitution or renewal thereof are herein referred to as the "Note" and as more particularly described in the Note.

F. Mortgagor desires to modify and restate the Prior Mortgage on the conditions hereinafter set forth.

G. NOW, THEREFORE, Mortgagor and Mortgagee hereby amend the Prior Mortgage and restate, in its entirety, the terms of the Prior Mortgage.

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THIS INSTRUMENT was prepared by Ellen Kirschenbaum, Esq., Katten Muchin & Zavis, 525 West Monroe Street, Suite 1600, Chicago, Illinois 60606

Mailed to: Barry Comin, Katten, Muchin & Zavis, 525 West Monroe St, Suite 1600, Chicago IL 60606

BOX 333-GG

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I. DEFINITIONS

1.01 Wherever used in this Mortgage, "Mortgagor's Liabilities" means any and all of the following: (i) the payment of any and all monies, now and/or hereafter owed or to become owing by Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of the Note, including, but not limited to, the payment, when due, of the principal sum thereof and interest thereon, additional interest and any other amounts set forth therein; (ii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of this Mortgage [including, without limitation, all advances made to protect and preserve the value of the "Property" (hereinafter defined) and the priority of Mortgagee's liens thereon]; and (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee (hereinafter referred to as "Future Advances") howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise, and arising under and/or pursuant to the terms and provisions of any other agreements, security agreements, instruments and/or documents now and/or hereafter executed and delivered by or for Mortgagor to Mortgagee (all such agreements, instruments and documents are hereinafter referred to as the "Other Agreements"), it being contemplated that Mortgagor may hereafter become indebted to Mortgagee for Future Advances; provided, however, that the maximum amount of Mortgagor's Liabilities outstanding at any one time secured hereby shall not exceed two hundred percent (200%) of the principal amount of the Note.

1.02 Wherever used in this Mortgage, "Mortgagor's Obligations" means the prompt, full and faithful performance, discharge, compliance and observance by Mortgagor of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision to be performed, discharged, observed or complied with by Mortgagor contained in this Mortgage, the Note and/or in the Other Agreements.

1.03 Wherever used in this Mortgage, "Property" means any and all of the following: all of Mortgagor's present and future estate, right, title and interest in and to (i) the premises legally described in Exhibit A hereto and located in the Village of Schaumburg, County of Cook, State of Illinois, together with all buildings, improvements, tenements, easements, hereditaments, and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets, passages and other publicways abutting said real estate, whether before or after vacation thereof (hereinafter referred to as the "Premises"); (ii) the buildings and improvements now or hereafter located on the Premises, together with all tenements, easements, hereditaments, and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter roads, alleys, streets and other publicways abutting said real estate, whether before or after vacation thereof (hereinafter

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referred to as the "Improvements"); (iii) all present and future rents, issues, avails, profits and proceeds of Mortgagor (hereinafter referred to as the "Rents") of or from the Premises, the Improvements, the "Leases" and/or the "Equipment" (both of which terms are hereinafter defined), howsoever occurring, existing, created or arising; (iv) all present and future leases, sub-leases, agreements, tenancies, licenses and franchises (hereinafter referred to as the "Leases") of or from the Premises, the Improvements and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of lessees' performances thereunder; (v) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Improvements, the Equipment and/or the Leases, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto; (vi) all present and future apparatus, machinery, equipment, fixtures and articles of personal property of any and every kind and nature whatsoever used, attached to, installed or located in or on the Premises, the Improvements, or required for use in or on or in connection with the Premises, the Improvements, or the management, maintenance, operation or business thereof and all replacements thereof and accessions thereto (hereinafter referred to as the "Equipment"), including, but not limited to, any such item of Equipment now or at any time or times hereafter situated on the Premises and/or the Improvements and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, recreation, laundry service and all other related or other such services (all of the immediately above-mentioned items of Equipment being deemed to be a part of the Premises, and/or the Improvements, whether physically attached thereto or not); (vii) all present and future insurance policies in force or effect insuring the Premises, the Improvements, the Rents, the Leases or the Equipment; (viii) all present and future right, title and interest in the real estate legally described in Exhibit A acquired, or to be acquired, by Mortgagor; (ix) all goodwill, option rights, purchase contracts, permits, operating agreements, management agreements, books and records and general intangibles now or hereafter acquired by Mortgagor; and (x) all proceeds (including condemnation and insurance proceeds) of each and every of the foregoing.

1.04 Wherever used in this Mortgage, the term "and/or" means one or the other or both, or any one or all, of the things, events or persons or parties in connection with which the term is used.

II. CONVEYANCE

2.01 To secure the payment by Mortgagor of Mortgagor's Liabilities and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor hereby irrevocably GRANTS, BARGAINS, GIVES, ASSIGNS, PLEDGES, SETS OVER, TRANSFERS, REMISES RELEASES, SELLS AND CONVEYS to Mortgagee, its substitutes, successors and/or assigns hereunder forever, the Property. Mortgagee, its

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substitutes, successors and/or assigns, are to have and to hold said Property forever for the purposes and uses set forth in this Mortgage; provided, however, that if Mortgagor, its successors or assigns, shall satisfy, discharge or otherwise pay to Mortgagee, its successors or assigns, Mortgagor's Liabilities in full and keep and perform all of Mortgagor's Obligations, then this Mortgage shall become null and void and shall be released at Mortgagor's expense. Mortgagor hereby binds itself, its heirs, assigns, successors and legal representatives to warrant and forever defend all and every portion of the Property unto Mortgagee, its successors, substitutes and/or assigns against every person or entity whomsoever lawfully claiming or to claim the same, or any part thereof, pursuant to any actions or failures to act which occur from and after the date hereof, subject however, to the matters specifically set forth in Exhibit B hereto.

2.02 To secure the payment by Mortgagor of Mortgagor's Liabilities and the performance by Mortgagor of Mortgagor's Obligations, Mortgagor hereby grants to Mortgagee a security interest in that portion of the Property constituting personal property or interests in personal property, whether tangible or intangible, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code or any similar and applicable law, statute, code or other governing body of law. This Mortgage shall operate as and constitute a security agreement with respect to such Property.

III. COVENANTS, WARRANTIES AND REPRESENTATIONS

Mortgagor hereby covenants with and warrants and represents to Mortgagee that from and after the date hereof (it being understood and agreed that notwithstanding anything to the contrary contained herein, Mortgagor shall in no event be in default hereunder with respect to or be required to indemnify Mortgagee against any matters which have occurred or conditions which existed prior to the date hereof):

3.01 Mortgagor promptly will pay, or cause to be paid, when due or declared due, Mortgagor's Liabilities and promptly, fully and faithfully will perform, discharge, observe and comply with each and every of Mortgagor's Obligations.

3.02 Mortgagor promptly shall pay and discharge, as and when due and payable, before any penalty attaches, all charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges and all other municipal or governmental charges, impositions, levies, assessments and taxes of any kind or nature that may be at any time levied, assessed or imposed upon or against the Property, or any part thereof, and shall deliver to Mortgagee duplicate receipts evidencing payment thereof at least fifteen (15) days before delinquency. To prevent default hereunder, Mortgagor may pay in full, under protest, and in the manner provided by statute, any charge, imposition, levy, assessment or tax which Mortgagor may desire to contest. If Mortgagee is required by legislative enactment or judicial decision to pay any charge, imposition, levy, tax or assessment in or to any municipality or government on the Property (or on any interest therein), this

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Mortgage, the Note, the Other Agreements or Mortgagor's Liabilities, then all of Mortgagor's Liabilities shall become and be due and payable, at the election of Mortgagee, thirty (30) days after notice of such election to Mortgagor; provided, however, said election and right to elect will be unavailing and this Mortgage, the Note and the Other Agreements will be and remain in full force and effect as though said law had not been enacted or said decision had not been rendered if, notwithstanding such law or decision, Mortgagor lawfully may pay such charge, imposition, assessment, levy or tax to or for Mortgagee and does, in fact, pay, when payable, so much thereof as, taken with interest as aforesaid, does not exceed the maximum amount of interest permitted by applicable law. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, the Note or the Other Agreements, Mortgagor will pay, if Mortgagor is not prohibited by law, for the same (or, if such law prohibits payment by Mortgagor and Mortgagee shall be required under such law to or shall otherwise pay the same, Mortgagor shall, unless prohibited by law, promptly reimburse Mortgagee after Mortgagee's demand therefor, for all such payments for the same), together with any interest or penalties imposed in connection therewith. Notwithstanding any provision contained herein to the contrary, Mortgagor, at Mortgagor's sole cost and expense, may contest any tax imposed, assessed, levied or due with respect to or from the Property, by instituting and diligently and in good faith prosecuting by appropriate judicial proceedings the validity or amount of a tax, charge, imposition or assessment (said tax, charge, imposition or assessment being hereinafter referred to in this Section as "impositions") if (i) the effect of such judicial proceeding is to prevent or suspend the collection of any such impositions, (ii) Mortgagor promptly notifies and keeps Mortgagee informed at all times of the progress of said proceedings, (iii) the contest or decision relating thereto will not and cannot result in the forfeiture of the Property prior to or pending resolution of such contest and the invalidity, forfeiture, loss of priority or unenforceability of this Mortgage, the Note or the Other Agreements will not and cannot result from such contest or failure to pay such impositions, (iv) Mortgagee will not as a result of such contest be subject to any penalty or criminal liability, (v) no Event of Default shall exist hereunder, and (vi) prior to commencement of such proceeding, Mortgagor shall deposit with Mortgagee such security as Mortgagee may deem reasonably satisfactory to indemnify Mortgagee from and against all liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and costs of appeal) on account of (a) Mortgagor's failure to pay such imposition and/or (b) Mortgagor's contest of the amount and/or validity thereof. If, at any time during the continuance of the contest described in the preceding sentence, the Property or any part thereof is, or this Mortgage, the Note or Other Agreements are in the sole and exclusive judgment of Mortgagee in danger of being forfeited, lost or rendered invalid or unenforceable or if Mortgagee, in its sole and exclusive judgment, otherwise deems its security to be impaired by reason of such contest or if Mortgagor upon resolution of such contest does not promptly pay the impositions then due, then, in any of said events, Mortgagee may use such security for the payment of such impositions and if such security is insufficient to pay in full the required payment, Mortgagor shall pay Mortgagee the amount of such insufficiency promptly after Mortgagee's demand therefor.

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3.03 Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Property; to carry on the business of and operate the Property; to enter into, execute and deliver this Mortgage, the Note and the Other Agreements to Mortgagee; to convey and assign the interests of Mortgagor in the Property described herein to Mortgagee; to encumber the Property to Mortgagee as provided herein and/or in the Other Agreements and to perform all of Mortgagor's Obligations and to consummate all of the transactions described in or contemplated by this Mortgage, the Note and/or the Other Agreements.

3.04 Intentionally Deleted.

3.05 The location, existence and use of the Premises and the Equipment shall remain in compliance with all applicable laws, rules, ordinances and regulations, including, but not limited to, building and zoning laws, and all covenants and restrictions of record. No notice of violation of said laws, rules and/or ordinances has been received by Mortgagor which remains uncorrected.

3.06 All Leases shall remain genuine, in all respects what they purport to be, free of set-offs, counterclaims or material disputes and valid and enforceable in accordance with their terms. Except for security deposits provided for under the Leases, or as otherwise approved by Mortgagee, no payments shall be made thereunder more than thirty (30) days in advance of the date provided in the Leases.

3.07 The various financial and operating statements relating to the Property and the operation and business thereof from time to time hereafter delivered by or for Mortgagor to Mortgagee shall be correct, complete and accurate in all material respects, fairly present the financial conditions represented as of the dates and for the periods indicated, and shall be prepared in accordance with disclosed accounting principles consistently applied. Mortgagor will keep or cause to be kept proper books and records with respect to the Property and the operation and business thereof prepared in accordance with generally accepted accounting principals consistently applied. Mortgagee shall have the right to examine said books and records at any reasonable time or times hereafter upon demand after prior written notice thereof.

3.08 Within ninety (90) days after the end of each fiscal year hereafter of the operation and business of the Property, Mortgagor shall deliver to Mortgagee an annual operating statement of income and expenses for the fiscal year just ended except for the first year ending after the date hereof which shall cover the period from the date hereof to the end of said year, and a year-end balance sheet of assets and liabilities of said operation and business prepared in accordance with disclosed accounting principles consistently applied by a certified public accountant reasonably satisfactory to Mortgagee, which statement must be signed and certified as true, correct and accurate by the general partner of Woodfield Green Associates Limited Partnership, an Illinois limited partnership, the beneficiary of Mortgage ("Beneficiary"). Within forty-five (45) days after the end of each fiscal quarter hereafter of the operation and business of the Property, Mortgagor shall deliver to Mortgagee a rent roll.

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quarterly operating statement of income and expenses for the quarterly period just ended and a balance sheet dated the end of such quarter of assets and liabilities of said operation and business, which statement must be signed and certified as true, correct and accurate in all respects by the general partner of Beneficiary.

3.09 The various data and information, specifically excluding however the financial and operating statements referred to in Sections 3.07 and 3.08 above, relating to the Property and the operation and business thereof from time to time hereafter delivered by or for Mortgagor to Mortgagee shall be correct, complete and accurate in all material respects.

3.10 Mortgagor and/or Beneficiary shall file all federal, state and other governmental tax and similar returns which Mortgagor and/or Beneficiary is required by law to file with respect to the Property and the operation and business thereof. Subject to the following sentence, all taxes and other sums which are shown to be payable under such returns shall be timely and fully paid. Mortgagor shall be permitted to contest the taxes to which such returns relate if the taxes do not constitute a lien and if the effect of such contest will not result in the filing of any lien against the Property or any other assets of Mortgagor or Beneficiary.

3.11 (a) Mortgagor will not cause or permit any "Hazardous Material" (as hereinafter defined) to be placed, or disposed of on, under or at the Property or any part thereof or into the atmosphere or any watercourse, body of water or wetlands and none of the Property will ever be used by Mortgagor as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. For purposes of this Mortgage, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "Statutes"), or any other hazardous, toxic or dangerous waste, substance or material.

(b) In the event Mortgagor fails to comply with the requirements of any applicable Statutes, Mortgagee may at its election, but without the obligation so to do, give such notices or cause such work to be performed at, to or upon the Property or take any and all other actions as Mortgagee deems necessary, as shall cure said failure of compliance, provided that the failure to so comply is based solely upon any actions or failures to act after the date hereof, and any amounts paid by Mortgagee as a direct or indirect result thereof, (including, without limitation, court costs and attorneys' fees), together with interest thereon from the date of payment at the default rate of interest set forth in the Note, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid shall be added to and become a part of Mortgagor's Liabilities; and Mortgagee, by the payment of any assessment, claim or charge, may, if it sees fit, be thereby

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subrogated to the rights of the federal, state or local governmental entity or agency otherwise entitled to such rights under the applicable Statutes; but no such advance shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon.

(c) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee from and against any and all losses, liabilities, damages, injuries, costs or expenses of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees and expenses) which at any time or from time to time may be paid, incurred or suffered by, or asserted against, Mortgagee for, with respect to, or in connection with any inquiry, charge, claim, cause of action, demand or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release or threatened release from, the Property into or upon any land, the atmosphere or any watercourse, body of water or wetland, occurring after the date hereof, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Statutes); and the provisions of and undertakings and indemnification set out in this sentence shall survive the satisfaction and release of this Mortgage and the payment and satisfaction of Mortgagor's Liabilities, and shall continue to be the personal liability, obligation and indemnification of Mortgagor, binding upon Mortgagor, forever. The provisions of the preceding sentence shall govern and control over any other provision of the Note, this Mortgage, and any of the Other Agreements.

3.12 The interests of Mortgagor in the Property shall remain free from all liens, liabilities, claims, debts, exceptions, security interests, assessments, levies, charges, impositions, taxes, liens and all other types of encumbrances (hereinafter referred to as the "Encumbrances"), except for (i) the Encumbrances of Mortgagee; (ii) the Encumbrances described in Exhibit B attached hereto and made a part hereof, and (iii) Leases to tenants in possession of portions of the Property. Mortgagor warrants and will defend such title and the priority of the lien and interest of Mortgagee in and to the same against all claims and demands and will maintain and preserve the lien of this Mortgage thereon so long as any indebtedness secured by this Mortgage remains outstanding. Mortgagor shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee evidence satisfactory to Mortgagee of the payment and discharge thereof. To prevent default hereunder, Mortgagor may indemnify Mortgagee, by suitable performance bond or title insurance endorsement or by another means determined solely by and acceptable to Mortgagee, against loss by reason of such an Encumbrance which Mortgagor may desire to contest. If, in accordance with the terms of this Mortgage, Mortgagee makes payment of any such Encumbrance, Mortgagee shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

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3.13 Except as otherwise provided herein, neither Mortgagor, Beneficiary nor any partner of Beneficiary shall sell, transfer, exchange, convey, assign, mortgage, hypothecate, pledge or otherwise encumber or dispose of the Property, the beneficial interest in Mortgagor or any of the ownership interests in Beneficiary, including, without limitation, any contract sale, installment sale or sale under articles of agreement for deed, or any portion of any thereof or legal or equitable interest therein. Notwithstanding anything to the contrary contained in this Section 3.13, Mortgagor shall have the right to sell, transfer, assign or otherwise dispose of the Property, Beneficiary shall have the right to sell, transfer, convey or otherwise dispose of the beneficial interest in Mortgagor, and the partners of Beneficiary shall have the right to transfer ownership interests in Beneficiary, or any portion of any thereof or legal or equitable interest therein as the case may be, subject to the terms and conditions of this Mortgage, provided that (i) the transferee is either Eugene Golub ("Golub") or a "Substitute" (hereinafter defined) or an entity "controlled" by Golub or a Substitute (if the entity is a partnership, Golub or the Substitute shall be deemed to control said partnership if Golub or the Substitute is a managing general partner thereof, if the entity is a corporation, Golub or the Substitute shall be deemed to control said corporation if Golub or the Substitute owns fifty-one percent (51%) of the shares of stock in said corporation and if the entity is a trust, Golub or the substitute shall be deemed to be in control of said trust if Golub or the Substitute is the trustee of said trust), and (ii) any proceeds received by Mortgagor, Beneficiary, or a partner of Beneficiary in connection with any of the foregoing transfers shall be paid over to Mortgagee, and applied first to the payment of any "Deferred Interest" (as said term is defined in the Note), and second toward the reduction of the Principal Amount (as said term is defined in the Note) (said sale, transfer or conveyance is hereinafter referred to as an "Exempt Transaction"). As used herein, the term "Substitute" means that person designated on the date hereof in the partnership agreement of Beneficiary as the person to succeed the interest of Golub thereunder in the event of Golub's death, incapacity or resignation. Notwithstanding anything to the contrary contained in this Section 3.13, Beneficiary shall have the right to grant a third collateral assignment of beneficial interest in land trust to American National Bank and Trust Company of Chicago for the sole purpose of securing that certain Letter of Credit or Letters of Credit in the aggregate amount of \$1,413,500.00, naming Mortgagee as beneficiary. Any sale, transfer, exchange, mortgage, hypothecation, pledge, conveyance or other disposition in violation of this Section 3.13 shall allow Mortgagee, at its option and in its sole discretion, to accelerate the Loan.

3.14 All present and future items of fixtures, equipment, furnishings or other tangible personal property (whether or not constituting a part of the Property) related or necessary to or used or usable in connection with any present or future building or other improvement on the Premises, or the operation or business thereof, will be owned free and clear of all Encumbrances except those described in Section 3.12 above and subordinate liens hereafter allowed, if any, pursuant to Section 3.13 above, and Mortgagor will not acquire any such property subject to any Encumbrance except those Encumbrances described in Section 3.12 above and subordinate liens hereafter allowed, if any, pursuant to

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Section 3.13 above. Within five (5) days after request by Mortgagee, Mortgagor will execute and deliver to Mortgagee an additional security agreement and a financing statement, in form and substance acceptable to Mortgagee, covering all such property.

3.15 The execution, delivery and performance by Mortgagor of and under this Mortgage, the Note and the Other Agreements does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Mortgagor is or hereafter shall become a party or by which Mortgagor is or hereafter shall become bound or any law or regulatory provision now or hereafter affecting Mortgagor.

3.16 Intentionally Deleted.

3.17 Intentionally Deleted.

3.18 Mortgagor shall remain in peaceful possession of and will forever warrant and defend the Property from and against any and all claims thereon or thereto pursuant to any actions or failures to act which occur from and after the date hereof of any and all parties subject, as aforesaid, to the matters set forth in Exhibit B hereto, the Leases and this Mortgage.

3.19 Subject to the provisions of Section 3.20 below, Mortgagor will not change the use or character of or abandon the Property and at all times hereafter shall keep the Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any items of the Equipment) to the Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved as reasonably determined by Mortgagee. Mortgagor shall not remove any fixture (other than to replace same with those of equivalent or greater value or removal of fixtures in connection with Mortgagor's obligations under the Leases) or demolish any building or improvement located in or on the Premises. Mortgagor shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, refrain from impairing or diminishing the value of the Property, make no material alterations to the Property, without Mortgagee's prior written consent, which consent shall not be unreasonably withheld, promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed, and permit Mortgagee, and its agents, upon demand, access to and to inspect the Property at reasonable times and in a reasonable manner.

3.20 Notwithstanding the provisions of the foregoing Section 3.19, Mortgagor shall be permitted to remove items of Equipment if the Equipment so removed is obsolete or such removal occurs in connection with the normal course of Mortgagor's business if (i) no Event of Default or uncured default exists hereunder, under the Note, or Other Agreements, (ii) the value of the Property is not in Mortgagee's reasonable opinion diminished by such removal, (iii) the Equipment so removed shall be

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immediately replaced by new Equipment of equivalent or better quality and any damage to the Property caused by such removal shall be promptly repaired, (iv) such act of removal does not violate the provisions of any Encumbrances or security agreements, (v) Mortgagee is promptly notified of such replacement, and (vi) Mortgagor shall execute Documents if requested by Mortgagee pursuant to Section 3.25 hereof to further evidence and/or secure Mortgagee's security interest in Equipment.

3.21 Mortgagor has been furnished with a true, correct, complete and accurate copy of this Mortgage.

3.22 Mortgagor has retained and has been represented continuously throughout the transaction contemplated by this Mortgage by legal counsel of its own choosing.

3.23 If Mortgagor, within thirty (30) days after receipt of written demand from Mortgagee (except in cases of emergency, when no demand shall be required), shall neglect or refuse to keep the Property in good operating condition and repair or to replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge all Encumbrances as herein agreed or otherwise defaults in the performance of Mortgagor's Obligations, Mortgagee, at its sole election, may cause such repairs or replacements to be made, obtain such insurance, pay such Encumbrances or perform such Obligations. Any amounts paid by Mortgagee in taking such action, together with interest thereon at the default rate specified in the Note until repaid by Mortgagor to Mortgagee, shall be due and payable by Mortgagor to Mortgagee upon demand, and, until paid, shall constitute a part of Mortgagor's Liabilities secured by this Mortgage. Notwithstanding the foregoing, such advances by Mortgagee shall not be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with Mortgagee and not obligatory upon Mortgagee and Mortgagee shall not in any case be liable to Mortgagor for failure or refusal to exercise any such rights. In making any payments pursuant to the exercise of any such right, Mortgagee may rely upon any bills delivered to it by Mortgagor or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

3.24 Mortgagor, within ten (10) days after request by Mortgagee therefor, will certify, in writing, to Mortgagee, or to any proposed assignee of this Mortgage, the amount of principal and interest then owing and unpaid under the Note and whether Mortgagor has or asserts any offsets or defenses thereto.

3.25 Mortgagor, immediately upon request by Mortgagee, at Mortgagor's sole expense, will make, execute and deliver and/or will cause to be made, executed and delivered to and/or for the benefit of Mortgagee, in form and substance reasonably acceptable to Mortgagee, all "Documents" (as hereinafter defined) that Mortgagee is advised are and/or deems reasonably necessary or appropriate to evidence, document and/or conclude the transactions described in and/or contemplated by this Mortgage, the Note and/or the Other Agreements or required to perfect or continue perfected, as valid encumbrances, the encumbrances granted herein or in the Other Agreements by Mortgagor to Mortgagee upon the Property. As

used herein, "Documents" means: any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, security agreement, financing statement, assignment of insurance, loss payable clause, mortgage title insurance policy, letters of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.

3.26 Intentionally Deleted.

3.27 The proceeds of the loan secured by this Mortgage will be used for the purposes specified in Section 6404 of Chapter 17 of the Illinois Revised Statutes (or any substitute amended or replacement statutes), and that the principal obligation secured hereby constitutes a "business loan" transacted solely for the purpose of carrying on or acquiring the business of the Mortgagor which comes within the purview and operation of said paragraph.

3.28 Mortgagor covenants that the proceeds of the loan secured by this Mortgage will not be used for the purchase or carrying of registered equity securities within the purview and operation of Regulation G issued by the Board of Governors of the Federal Reserve System or for the purpose of releasing or retaining any indebtedness which was originally incurred for any such purpose.

3.29 The Property shall be managed at all times during the term hereof by Golub & Co., or by another property management company acceptable to Mortgagee, pursuant to a management agreement acceptable to Mortgagee. Mortgagor shall not change such property management company or the terms of such management agreement without the prior consent of Mortgagee, which consent shall not be unreasonably withheld.

IV. TAXES, INSURANCE AND CONDEMNATION

4.01 Mortgagor, at all times, shall keep and maintain the Property fully insured (without co-insurance) against loss or damage by fire and such other hazards, casualties and contingencies as Mortgagee, from time to time, may reasonably require in companies, form, amounts and for such periods as is reasonably satisfactory to Mortgagee, but, in any event, for not less than the full insurable value of the Property. All such policies (which may be blanket insurance policies) and renewals thereof (hereinafter referred to as the "policies") shall contain, in form and substance acceptable to Mortgagee, standard mortgagee loss payable clauses naming Mortgagee as "First Mortgagee," as well as a standard waiver of subrogation endorsement and shall be delivered, as issued, to Mortgagee, with premiums therefor paid in full by Mortgagor. All policies shall provide that they are non-cancellable by the insurer without first giving at least thirty (30) days' written notice to Mortgagee of any intended cancellation. Mortgagor will give immediate written notice to Mortgagee of any loss or damage to the Property caused by any casualty. When any of policies about to expire, Mortgagor will deliver to Mortgagee deposit with Mortgagee renewal policies not less than fifteen (15) days prior to the respective dates of expiration. Mortgagor will deliver and deposit with Mortgagee

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copies of receipts for the payment of the premiums on all policies. In the event of foreclosure of this Mortgage or assignment hereof by Mortgagee or transfer of title to the Property in extinguishment of Mortgagor's Liabilities, all right, title and interest of Mortgagor in and to any policies then in force with respect to the Property (other than liability policies of Mortgagor) shall pass to the purchaser, grantee or assignee.

4.02 Full power is hereby conferred by Mortgagor on Mortgagee:

(i) to settle and compromise all claims with respect to the Property under all policies;

(ii) to demand, receive and receipt for all monies becoming due and/or payable under all policies;

(iii) to execute, in the name of Mortgagor or in the name of Mortgagee, any proofs of loss, notices or other instruments in connection with all claims with respect to the Property under all policies; and

(iv) to assign all policies with respect to the Property and/or Mortgagor's rights thereunder to any holder of Mortgagor's Liabilities or to the grantee of the Property in the event of the foreclosure of this Mortgage or other transfer of title to the Property.

4.03 Subject to Section 4.09 below, in the event of payment under any of the policies with respect to the Property, such proceeds of the policies shall be paid by the insurer to Mortgagee except as provided hereinafter. Upon receipt of such payment Mortgagee, in its sole and absolute discretion, which Mortgagee may exercise arbitrarily, may:

(i) apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' fees, either:

(I) toward the alteration, reconstruction, repair or restoration of the Property or any portion thereof; or

(II) as a payment on account of Mortgagor's Liabilities whether or not then due or payable.

4.04 In the event Mortgagee elects to apply such proceeds in accordance with Section 4.03(i)(I) above, before commencing to repair, restore, replace or rebuild the Property (such repairing, restoring, replacing or rebuilding being hereinafter referred to as the "Work"), Mortgagor shall comply with the following requirements:

(i) Mortgagor shall furnish to Mortgagee complete plans and specifications for the Work (approval by all governmental authorities whose approval is required), which plans and specifications shall be subject to the reasonable approval of Mortgagee. Said plans and specifications shall bear the signed approval thereof by an architect reasonably satisfactory to Mortgagee (herein referred to as the "Architect") and shall be accompanied by the Architect's signed estimate of the entire cost

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of completing the Work or an estimate of the entire cost of completing the Work signed by a general contractor reasonable satisfactory to Mortgagee (herein referred to as the "GC");

(ii) Mortgagor shall furnish to Mortgagee certified or photostatic copies of all permits and approvals required by law in connection with the commencement and conduct of the Work;

(iii) In the event the casualty requires repairs or replacements which in the aggregate will exceed the sum of One Million Dollars (\$1,000,000.00), Mortgagor shall furnish to Mortgagee a surety bond for, guaranty of, letter of credit or other security reasonably acceptable to Mortgagee for, completion of and payment for the Work, which bond, guaranty, letter of credit or other security shall be in form reasonably satisfactory to Mortgagee and shall be signed by a surety of sureties, or guarantor or guarantors, or other party, or parties, as the case may be, who are reasonably acceptable to Mortgagee, and in an amount not less than the Architect's or GC's estimate of the entire cost of completing the Work, less the amount of insurance proceeds, if any, then held by Mortgagee; and

(iv) Mortgagor shall obtain and furnish to Mortgagee, evidence of the consent to the performance of the Work by any party of which the same may be required.

After Mortgagor has complied with said requirements, Mortgagor shall thereafter perform the Work diligently and in good faith in accordance with the plans and specifications referred to in Section 4.04(i) above and Mortgagee shall release the proceeds of such policies in accordance with Sections 4.05 and 4.09 below.

4.05 In the event Mortgagee elects to apply such proceeds in accordance with Section 4.03(1)(I) above, Mortgagor has complied with the provisions of Section 4.04 above, and no Event of Default then exists hereunder, then so long as the Work is being diligently performed by Mortgagor in accordance with the provisions of this Mortgage, Mortgagee shall disburse any insurance proceeds held by Mortgagee to Mortgagor from time to time during the course of the Work in accordance with the following provisions. Mortgagee shall not be required to make disbursements more often than at thirty (30) day intervals. Mortgagor shall make a written request for each disbursement at least seven (7) days in advance and shall comply with the following requirements in connection with each disbursement:

(i) Mortgagor shall deliver to Mortgagee at the time of request for a disbursement, a certificate of the Architect or GC, in conjunction with the construction manager, dated not more than ten (10) days prior to the application for withdrawal of funds, setting forth the following:

(I) That the sum then requested to be withdrawn either has been paid by Mortgagor or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the Work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the

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respective amounts so paid or due to each of said persons in respect thereof and stating the progress of the Work up to the date of said certificate;

(II) That the sum then requested to be withdrawn, plus all sums previously withdrawn, does not exceed the cost of the Work insofar as actually accomplished up to the date of such certificate;

(III) The remainder of the moneys held by Mortgagee will be sufficient to pay in full for the completion of the Work;

(IV) That no part of the cost of the services and materials described in the foregoing Section 4.05(i)(I) has been or is being made the basis of the withdrawal of any funds in any previous or then pending application; and

(V) That, except for the amounts, if any, specified in the foregoing Section 4.05(i)(I) to be due for services or materials, there is no outstanding indebtedness known, after due inquiry, which is then due and payable for work, labor, services or materials in connection with Work which, if unpaid might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Property or any part thereof.

(ii) Mortgagor shall deliver to Mortgagee reasonably satisfactory evidence that the Property and every part thereof, and all materials and all property described in the certificate furnished pursuant to Section 4.05(i)(I), are free and clear of all mortgages, liens, charges or encumbrances, except (I) encumbrances, if any, securing indebtedness due to persons (whose names and addresses and the several amounts due them shall be stated) specified in said certificate furnished pursuant to Section 4.05(i)(I), which encumbrances will be discharged upon disbursement of the funds then being requested, (II) this Mortgage and (III) the Encumbrances permitted under Section 3.12 hereof. Mortgagee shall accept as satisfactory evidence under this Section 4.05(ii) a certificate of a title insurance company acceptable to Mortgagee, dated as of the date of the making of the disbursement, confirming the foregoing.

Mortgagee at its option may waive any of the foregoing requirements.

Upon compliance by Mortgagor with the foregoing Sections 4.05(i), (ii) and (iii), (except for such requirements, if any, as Mortgagee at its option may have waived) Mortgagee, shall, to the extent of the insurance proceeds held by Mortgagee, pay to Mortgagor the amount stated in certificates furnished pursuant to Section 4.05(i).

If upon completion of the Work there shall be insurance proceeds held by Mortgagee over and above the amounts withdrawn pursuant to the foregoing provisions, Mortgagee shall pay such proceeds to Mortgagor, except that in the event of an Event of Default then exists hereunder, Mortgagee, at its option, may retain such proceeds and apply them in reduction of the Mortgagor's Liabilities, interest or other obligations secured hereby.

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4.06 Notwithstanding any prior election by Mortgagee, if an Event of Default then exists hereunder, then Mortgagee may apply all or any part of such insurance proceeds in reduction of Mortgagor's Liabilities, interest or any other amount secured hereby.

4.07 Notwithstanding the provisions of Sections 4.03 and 4.04, in the event the cost of the Work shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), then if an Event of Default does not then exist hereunder, such insurance proceeds shall be paid to Mortgagor by Mortgagee upon Mortgagee's receiving from Mortgagor satisfactory proof of completion of and payment for the Work in accordance with all provisions of law, and satisfactory proof that there are no mechanic's or materialmen's liens affecting the Property. Mortgagee shall accept as satisfactory proof under this Section a certificate of a title insurance company, acceptable to Mortgagee, dated as of the date the request for the insurance proceeds confirming the foregoing.

4.08 If within ninety (90) days after the final settlement of any damage to, or taking of a part of, the Property, Mortgagor shall not have submitted to Mortgagee plans and specifications for the repair, replacement and/or rebuilding of the damaged improvements or shall not have obtained approval of such plans and specifications by all governmental authorities whose approval is required, or if, after such plans and specifications are approved by Mortgagee and all such governmental authorities, Mortgagor shall fail to commence promptly such repair, replacement and/or rebuilding, or if thereafter Mortgagor fails to perform diligently such repair, replacement and/or rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with the Work, or if Mortgagor shall fail to repair, replace and/or rebuild promptly the damaged improvements, then, in addition to all other rights herein set forth, and after giving Mortgagor twenty (20) days notice of the nonfulfillment of one or more of the foregoing conditions and Mortgagor has failed to commence and diligently pursue the foregoing conditions, Mortgagee, or any lawfully appointed receiver of the Property, may at their respective options, perform or cause to be performed such repair, replacement and/or rebuilding and may take such other steps as they deem advisable to perform such repair, replacement and/or rebuilding, and may enter upon the Property for any of the foregoing purposes, and Mortgagor hereby waives, for Mortgagor and all others holding under Mortgagor, any claim against Mortgagee and such receiver arising out of anything done by Mortgagee or such receiver pursuant to this Section 4.08, and Mortgagee may apply insurance proceeds [without the need to fulfill the requirements of any portion of this Article IV] to reimburse Mortgagee and/or such receiver for all reasonable amounts expended or incurred by them, respectively, in connection with the performance of the Work, and any excess costs shall be paid by Mortgagor to Mortgagee upon demand and such payment shall be added to Mortgagor's Liabilities and secured by the lien of this Mortgage. The performance by Mortgagor of the obligations set forth in this Section shall be extended for a period equal to the time performance of said obligations is prevented by force majeure events, as established by Mortgagor to the satisfaction of Mortgagee, acting reasonably.

4.09 Notwithstanding anything herein to the contrary, and provided that (a) an Event of Default is not then in existence under this Mortgage, (b) that Mortgagee is satisfied that the Work can be completed no later than six (6) months prior to the Maturity Date (as defined in the Note), and (c) Mortgagee is reasonably satisfied that, upon the completion of such repair and restoration, the Mortgaged Property will be an economically viable project at least comparable to that which existed immediately prior to the fire or other casualty, Mortgagee shall apply such proceeds toward the alteration, reconstruction, repair or restoration of the Property or any portion thereof, in accordance with the terms and conditions of this Article IV.

4.10 (a) Mortgagor shall deposit with Mortgagee on the first (1st) day of each month hereafter until Mortgagor's Liabilities are fully paid, a sum equal to one-twelfth (1/12) of (i) one hundred percent (100%) of the total annual impositions, levies, taxes and assessments arising with respect to the Property for the most recent ascertainable tax year (the "Tax Escrow"); and (ii) the total amount of annual premiums for all insurance policies required to be obtained and maintained by Mortgagor pursuant to this Mortgage with respect to the Property (the "Insurance Escrow"). Subject to the provisions of this Section and provided that Mortgagor is not then in default in the timely payment of any installment of principal, interest or other monies due or declared due and no Event of Default then exists under this Mortgage, Mortgagee shall pay, when and to whom due and payable under applicable contracts or law, to and including the date upon which the final installment payment of principal and interest on the Note is due and payable, all of the aforesaid impositions, levies, taxes, assessments and premiums. Notwithstanding the foregoing, Mortgagee does not hereby assume any of Mortgagor's obligations under said contracts or laws to make such payments and nothing contained herein, the Note or the Other Agreements shall require Mortgagee to perform any such obligations of Mortgagor except for the making of the aforesaid payments in accordance with and subject to the above specified terms. Upon occurrence of an Event of Default under the Note or this Mortgage, Mortgagee shall not be obligated to make such payments, but, at its sole election and in its sole discretion, may make any or all of such payments.

(b) If the deposits required by Section 4.10(a) above are insufficient to pay the impositions, levies, taxes, assessments and/or premiums of which they are provided, on or before thirty (30) days before the same shall become due and payable Mortgagor shall deposit with Mortgagee such additional monies as are necessary to pay, in full, such obligations.

(c) Upon the occurrence of an Event of Default hereunder, Mortgagee, at its option and in its sole discretion, may apply any monies held pursuant to Section 4.10(a) above on account of any of Mortgagor's Liabilities, in such order or priority as Mortgagee may elect.

(d) Upon payment, in full, of Mortgagor's Liabilities, Mortgagee shall deliver any remaining of the aforesaid deposits to Mortgagor or the then owner, plus any interest which has accrued thereon.

(e) All of the aforesaid deposits hereby are pledged, as additional security for the payment of Mortgagor's Liabilities (and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein), to be applied by Mortgagee for the purposes hereinabove set forth and shall not be subject to the control of Mortgagor; provided, however, that Mortgagee shall not be liable for failure to pay, when due, any such impositions, levies, taxes, assessments or premiums unless Mortgagor, while no Event of Default exists, shall have requested Mortgagee, in writing, to pay the same and delivered to Mortgagee appropriate evidence of bills therefor.

(f) Notwithstanding anything to the contrary contained in this Section 4.10, Mortgagor shall not be required to make the deposits required by Section 4.10, provided that an Event of Default is not then in existence under this Mortgage.

4.11 (a) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Mortgagor in any way, manner or respect affecting, arising from or relating to the Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority (including, but not limited to, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Property) hereby are assigned to Mortgagee as additional security for the payment of Mortgagor's Liabilities and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein. Notwithstanding anything herein to the contrary, and provided that (a) an Event of Default is not then in existence under this Mortgage, (b) that Mortgagee is satisfied that the Work can be completed no later than six (6) months prior to the Maturity Date, and (c) Mortgagee is reasonably satisfied that, upon the completion of such repair and restoration, the Mortgaged Property will be an economically viable project at least comparable to that which existed immediately prior to the taking, Mortgagee shall apply such awards toward the alteration, reconstruction, repair or restoration of the Property or any portion thereof, in accordance with the terms and conditions of this Article IV.

(b) Mortgagee shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in Mortgagor's name, in Mortgagee's name or in both names), and may, in its sole and absolute discretion, which Mortgagee may exercise arbitrarily, use such proceeds for any one or more of the following purposes:

(i) to apply the same, or any part thereof, to Mortgagor's Liabilities, whether or not then matured and without affecting the amount or time of subsequent installment payments required to be made by Mortgagor to Mortgagee under the Note;

(ii) to use the same, or any part thereof, to satisfy, perform or discharge any of Mortgagor's Obligations;

(iii) to use the same, or any part thereof, to replace, repair or restore any or all of the Property to a condition satisfactory to Mortgagee; or

(iv) to release the same to Mortgagor.

(c) Mortgagor, immediately upon request by Mortgagee, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Mortgagee any and all assignments and other instruments sufficient to assign, and cause the payment directly to Mortgagee of, all such awards, free and clear of all Encumbrances except those Encumbrances described in Section 3.12 above. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay all of Mortgagor's Liabilities, as and when due and payable, until any such award or payment shall have been actually received by Mortgagee, and any reduction in Mortgagor's Liabilities resulting from the application by Mortgagee of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, expenses and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

V. LEASES AND RENTS

5.01 So long as no Event of Default exists under this Mortgage, Mortgagor shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and shall hold the same to be applied first to the payment of all impositions, levies, taxes, assessments and other charges upon the Property, secondly to the cost of the maintenance of insurance policies upon the Property required hereby, thirdly to the maintenance and repairs required hereby, and lastly to the payment of Mortgagor's Liabilities, before using any part of the Rents for any other purposes. Mortgagee shall have the right to approve in its sole discretion each tenant and Lease, and shall receive executed copies, together with all exhibits thereto, of all Leases. Prior to execution of any Lease, a copy of said Lease shall be delivered to Mortgagee for approval. The failure of Mortgagee to object within ten (10) days of delivery to Mortgagee of a copy of a proposed Lease shall be deemed an approval of said Lease. Notwithstanding anything to the contrary in the foregoing, Mortgagor may enter into any Lease that falls within the parameters of the lease guidelines attached as Exhibit B to that certain Disbursement Agreement of even date herewith by and among Mortgagor, Beneficiary and Mortgagee, without the prior approval of Mortgagee.

5.02 At all reasonable times and after notice thereof to Mortgagor, Mortgagee or any of Mortgagee's agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Mortgagee, Mortgagor, a nominee of Mortgagee or in any or all of said names.

5.03 Unless Mortgagee notifies Mortgagor thereof in writing that it dispenses with any one or more of the following requirements, Mortgagor shall: (i) promptly upon Mortgagor's receipt or learning thereof, inform Mortgagee, in writing, of any assertion of any material claims, offsets or counterclaims by any of the obligors of the Leases; and (ii) within five (5) days of Mortgagor's receipt or learning thereof, furnish to and inform Mortgagee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

5.04 Within fifteen (15) days after demand therefor by Mortgagee, Mortgagor shall deliver to Mortgagee, in form and substance acceptable to Mortgagee, a detailed certified rent roll of all the Leases and such other matters and information relating thereto as Mortgagee may reasonably request.

5.05 Upon the occurrence of an Event of Default under this Mortgage:

(i) Immediately upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee the originals of the Leases, with appropriate endorsement and/or other specific evidence of assignment thereto to Mortgagee, which endorsement and/or assignment shall be in form and substance acceptable to Mortgagee.

(ii) Mortgagee, then or at any time or times thereafter, at Mortgagee's sole discretion without notice thereof to Mortgagor, may notify any or all of the obligors of the Leases that the Leases have been assigned to Mortgagee and Mortgagee in the name of Mortgagee, Mortgagor or in both names, may direct said obligors thereafter to make all payments due from then under the Leases directly to Mortgagee.

(iii) Mortgagor, immediately upon demand by Mortgagee, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Mortgagee.

(iv) Mortgagee shall have the right at any time or times thereafter, at Mortgagee's sole election, without notice thereof to Mortgagor, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of Mortgagor, Mortgagee, or in both names.

(v) Mortgagor, irrevocably, hereby designates, makes, constitutes and appoints Mortgagee (and all persons designated by Mortgagee) as Mortgagor's true and lawful attorney and agent-in-fact, with power, without notice to Mortgagor and at such time or times thereafter as Mortgagee, at its sole election, may determine, in the name of Mortgagor, Mortgagee or in both names: (I) to demand payment of the Rents and performance of the Leases; (II) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (III) to exercise any or all of Mortgagor's rights, interests and remedies in and under the Leases and to collect the Rents; (IV) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (V) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (VI) to take control, in any manner, of the Rents; (VII) to prepare, file and sign Mortgagor's name on any proof of claim in bankruptcy, or

similar document in a similar proceeding, against obligors of the Leases; (VIII) to endorse the name of Mortgagor upon any payments or proceeds of the Rents and to deposit the same to the account of Mortgagee; and (IX) to do all acts and things necessary, in Mortgagee's sole reasonable discretion, to carry out any or all of the foregoing.

(vi) All of the foregoing payments and proceeds received by Mortgagee, following an Event of Default, shall be utilized by Mortgagee, at its sole election and in its sole discretion, for any one or more of the following purposes: (I) to be held by Mortgagee as additional collateral for the payment of Mortgagor's Liabilities; (II) to be applied to Mortgagor's Liabilities, in such manner and fashion and to such portions thereof as Mortgagee, at its sole election, shall determine; (III) to be applied to such obligations of Mortgagor or the Property or the operations or business thereof as Mortgagee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (IV) to be remitted to Mortgagor.

VI. DEFAULT

6.01 The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(i) Failure of Mortgagor to pay when due any interest under the Note after any applicable grace periods thereunder or to pay when due any of Mortgagor's Liabilities other than the payment of interest under the Note within ten (10) days after Mortgagor is notified that any amounts are due.

(ii) Failure of Mortgagor, within thirty (30) days after notice and demand, promptly, fully and faithfully to satisfy, perform, discharge, observe and comply with each and every of Mortgagor's Obligations, other than those set forth in Section 6.01(i) above and Sections 6.01(iii) through 6.01(xiii) below, or provided that Mortgagor has proceeded to satisfy, perform, discharge, observe and comply with same within thirty (30) days and diligently pursues same, if any such obligations are not susceptible of being satisfied, performed, discharged, observed or complied with within said thirty (30) days, Mortgagor fails to do same within one hundred twenty (120) days after said notice.

(iii) A Default or Event of Default by Mortgagor in the prompt, full and faithful performance or observance of any term, provision, covenant or agreement of or contained in the Disbursement Agreement or any of the Other Agreements, which remains uncured beyond the applicable time period, if any, contained therein for curing such Default or Event of Default.

(iv) A petition under any Section or Chapter of the Bankruptcy Reform Act of 1978 or any similar law or regulation is filed by or against Mortgagor or Beneficiary (and in the case of an involuntary petition in bankruptcy, such petition is not discharged within 60 days of its filing), or a custodian, receiver or trustee for any of the Property is appointed, or if Mortgagor or Beneficiary makes an assignment for the benefit of creditors,

or if Mortgagor or Beneficiary is adjudged insolvent by any state or federal court of competent jurisdiction, or an attachment or execution is levied against any of the Property;

(v) Intentionally Deleted.

(vi) A notice of lien, levy or assessment is filed of record with respect to the Property or with respect to all or any of Mortgagor's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, including, without limitation, the Environmental Protection Agency or, if any, taxes or debts or other obligation owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Property or any other of Mortgagor's assets and the same is not released within sixty (60) days after the same becomes a lien or encumbrance.

(vii) A sale, assignment, conveyance (including any conveyance by foreclosing or in lieu of foreclosure), pledge, hypothecation or other transfer of legal or equitable title to all or part of the Property or the beneficial interests in Mortgagor without Mortgagee's prior written consent, except as otherwise provided herein.

(viii) If any material statement, report or certificate made or delivered by Mortgagor or Beneficiary or any of Beneficiary's employees or agents, or by any guarantor of the Loan, to Mortgagor is not true and correct when made in any material respect.

(ix) If Mortgagor or Beneficiary is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs and such injunction, restraint or petition is not dismissed or stayed within sixty (60) days after the entry or filing thereof.

(x) If any representation and/or warranty made herein, or in the Note, or Other Agreements or any other instrument or documents executed in connection with the Loan transactions contemplated hereby shall not be true and correct when made in any material respect.

(xi) The dissolution of Mortgagor or Beneficiary, unless Beneficiary is continued with a Substitute as general partner in accordance with the Partnership Agreement of Beneficiary.

(xii) Failure of Mortgagor or Beneficiary to renew or replace the "Letter of Credit" (as defined thereunder) in accordance with the provisions of that certain Letter of Credit Agreement of even date herewith by and among Mortgagor, Beneficiary and Mortgagee.

(xiii) Failure of Beneficiary to reimburse Roclab 87A Investors ("Roclab") for tax reimbursements collected from tenants in accordance with that certain Purchase and Sale Agreement of even date herewith by and between Roclab and Beneficiary.

6.02 Upon the occurrence of an Event of Default, Mortgagee, after notice and demand insofar as required hereby, in its sole discretion and at its sole election, without notice of such election, and without further demand, may do any one or more of the following:

(i) Declare all of Mortgagor's Liabilities immediately due and payable and collect the same at once by any means available hereunder or at law or equity, including, without limitation, by foreclosure of this instrument as a mortgage in any court of competent jurisdiction, without notice of broken covenant or condition (and in case of such default and the exercise of such option, Mortgagor's Liabilities shall bear interest, from the date of such default, at the rate after default as provided in the Note).

(ii) With process of law, enter upon and take immediate possession of the Property, expel and remove any persons, goods and chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Property as fully as Mortgagor might do if in possession thereof, including without limitation the making of all repairs and replacements deemed necessary by Mortgagee and the leasing of the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee. Mortgagor agrees to surrender possession of the Property to Mortgagee immediately upon the occurrence of an Event of Default when requested by Mortgagee. If Mortgagor shall remain in physical possession of the Property, or any part thereof, after any such default, such possession shall be as a tenant at sufferance of Mortgagee, and Mortgagor agrees to pay to Mortgagee, or to any receiver appointed as provided below, after such default, a reasonable monthly rental for the Property, or the part thereof so occupied by Mortgagor, to be applied as provided above in the first sentence of this sub-section, and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor may be dispossessed by the usual summary proceedings. In the event Mortgagor shall so remain in possession of all, or any part of, the Property, said reasonable monthly rental shall be in amounts established by Mortgagee in its sole discretion. This covenant shall be effective irrespective of whether any foreclosure of any application for, or appointment of, a receiver.

(iii) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect Mortgagor's Liabilities. In the event of the commencement of any such suit by Mortgagee, Mortgagee shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver

for the Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, or Mortgagor's Liabilities. In case of a sale pursuant to foreclosure, the Premises may be sold as one parcel.

(iv) Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State of Illinois (including all rights of a secured party under the Illinois Uniform Commercial Code), accruing to a mortgagee and/or secured party upon a default by a mortgagor and/or debtor, or otherwise available at equity or under the Other Agreements.

6.03 Upon any sale or sales made under or by virtue of Section 6.03, whether made under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage, and in such event, this Mortgage, the Note and the documents evidencing expenditures secured hereby shall be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon said indebtedness as having been paid.

6.04 Following an Event of Default, Mortgagee, but without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do any payment or act which Mortgagor has failed to make or do hereunder, and to such extent as either may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Premises for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior to the lien of this Mortgage; and in exercising any such powers, pay necessary expenses, employ counsel and pay his fee. All such sums and expenses so expended by Mortgagee shall be secured by this Mortgage and shall be immediately due and payable without demand or notice, with interest from the date of expenditure at the default rate set forth in the Note.

6.05 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of Mortgagor's Liabilities (and allowed in any sale or decree for sale of the Property or in any judgment rendered upon this Mortgage or the Note) the following: all of the costs and expenses of taking possession of the Property and of the holding, using, leasing, maintaining, repairing, improving and selling the same, and, without limitation, the reasonable costs, charges,

expenses and attorneys' fees specified in Section 6.06 below; receiver's fees; any and all expenditures which may be paid or incurred by or on behalf of Mortgagee for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, costs of advertisement, Torrens certificates and similar data and assurances with respect to the title to the Property; and all other reasonable fees, costs and expenses which Mortgagee deems necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Property. All such costs, charges, expenses, fees and other expenditures (but only to the extent incurred by Mortgagee) shall be a part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the highest rate set forth in the Note upon monies due after a default thereunder from the date of Mortgagee's payment thereof until repaid to Mortgagee and shall become a part of the amount required to be paid for redemption from any sale of the Property.

6.06 If foreclosure or sale proceedings are instituted upon this Mortgage, or if Mortgagee shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to this Mortgage, the Note, the Other Agreements, or Mortgagor's Liabilities, or if Mortgagee shall incur or pay any expenses, costs, charges or attorneys' fees by reason of the employment of counsel for advance with respect to this Mortgage, the Note, the Other Agreements, or Mortgagor's Liabilities, and whether in court proceedings or otherwise, such expenses and all of Mortgagee's reasonable attorneys' fees shall be part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate provided for in the Note upon monies due after a default thereunder from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.07 The proceeds of any foreclosure sale of the Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Section 6.05 above, secondly, to the balance of Mortgagor's Liabilities, and thirdly, the surplus, if any, to be distributed as required under applicable law.

6.08 Mortgagor, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to Property on or subsequent to the date of this Mortgage; (i) does hereby expressly waive any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law) redemption from sale under any order or decree of foreclosure of this Mortgage; (ii) does hereby waive any equitable, statutory or other right available to it, in respect to marshalling of assets hereunder, so as to require the separate sales of interests in the Property before proceeding against any other interest in the Property; (iii) does hereby expressly consent to and authorize, at the option of Mortgagee, the sale, either separately or together, of any and all interests in the Property; and (iv) does hereby agree that in no event shall Mortgagee be required to allocate any proceeds received by Mortgagee from foreclosure sale or otherwise, to all or any interest in the Property; and (v) does hereby agree that when sale

is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to purchaser at such sale of deed conveyed the Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

6.09 Subject to the provisions of the Note and this Mortgage and the Other Agreements regarding limitation of Mortgagor's liability, Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any other sums required to be paid by or for the account of Mortgagor under the terms of this Mortgage or the Note as the same become due under the Note or this Mortgage, or for any other Mortgagor's Liabilities which shall become due, and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, arising out of a Default by the Mortgagor existing at the time such earlier action was commenced.

6.10 Subject to the provisions of the Note and this Mortgage and the Other Agreements regarding limitation of Mortgagor's liability, no right or remedy of Mortgagee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and the holder of the Note may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting or affecting or impairing the security or any right or remedy afforded this Mortgage. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Mortgagor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Mortgagee. No term or conditions contained in this Mortgage or the Note may be waived, altered or changed except as evidenced in writing signed by Mortgagor and Mortgagee.

6.11 Mortgagee shall release this Mortgage by proper instrument upon payment and discharge of all of Mortgagor's Liabilities, including all prepayment or like premiums, if any, provided for in the Note and payment of all costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee for the preparation, execution and/or recording of such release.

6.12 Upon occurrence of an event of Default and following acceleration by Mortgagee of the maturity of Mortgagor's Liabilities as provided herein, tender of payment thereof by Mortgagor, or any other party, or payment thereof received upon or on account of a foreclosure of this Mortgage or Mortgagee's exercise of any of its other rights or remedies under this Mortgage, the Note, the Other Agreements or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Mortgagor of the Note and, in addition, such payment must, to the extent permitted by law, include all payments and other payments require under the prepayment provisions, if any, contained in the Note.

6.13 (a) Any agreements between Mortgagor and Mortgagee are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the loan evidenced by the Note or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, detention or forbearance of the Loan proceeds to be disbursed exceed the highest lawful rate permissible under any law which a court competent jurisdiction may deem applicable thereto.

(b) If fulfillment of any provision herein or in the Note, at the time performance of such provision becomes due, involves exceeding such highest lawful rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful rate. If by any circumstance Mortgagee shall ever receive as interest on an amount which would exceed such highest lawful rate, the amount which may be deemed excessive interest shall be applied to the principal of Mortgagor's Liabilities and not to interest, or the amount which may be deemed excessive interest may be waived or refunded, whichever is chosen by Mortgagee.

(c) The terms and provisions of this Section 6.13 shall control all other terms and provisions contained herein, in the Note or in the Other Agreements.

6.14 Any failure of Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage, the Other Agreements or the Note shall not be deemed to be a waiver of any of the terms and provisions thereof, and Mortgagee, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions thereof to be performed by Mortgagor. Neither Mortgagor, nor any other person now or hereafter obligated for the payment of the whole or any part of Mortgagor's Liabilities, shall be relieved of such obligation by reason of the sale, conveyance or other transfer of the Property or the failure of Mortgagee to comply with any request of Mortgagor, or of any other person, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, the Other Agreements or the Note, or by reason of the release, regardless of consideration, of the whole or any part of the security held by Mortgagor's Liabilities, or by reason of any agreement or stipulation between any subsequent owner or owners of the Property and Mortgagee extending the time of payment or modifying the terms of the Note, the Other Agreements or this Mortgage without first having obtained the consent of Mortgagor or such other person, and, in the latter event, Mortgagor, and all such other persons, shall continue to be liable on account of Mortgagor's Liabilities and to make such payments according to the terms of any such agreement extension or modification unless expressly released and discharged in writing by Mortgagee. Mortgagee, without notice, may release, regardless of consideration, any part of the security held for Mortgagor's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagee may resort for the payment of Mortgagor's Liabilities to any other security thereof held by the Mortgagee in such order and manner as Mortgagee may elect.

6.15 In case Mortgagee shall have proceeded to enforce any right under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then, and in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder in respect to the Property, and all rights, remedies, and powers of Mortgagee shall continue as though no such proceedings had been taken.

6.16 Upon the occurrence of an Event of Default hereunder, Mortgagor, in such case and in furtherance of, and not by way of limitation of the terms and conditions of Section 2.01 of this Mortgage, hereby bargains, sells, assigns and sets over to Mortgagee all Rents, issues and profits of the Property, which, whether before or after foreclosure or during the period of redemption, until the full and complete payment of Mortgagor's Liabilities and performance of all Mortgagor's Obligations shall accrue and be owing for the use and occupation of the Property, or of any part thereof. For the purpose aforesaid, Mortgagor does hereby constitute and appoint Mortgagee, its attorney in fact, irrevocably in its name, to receive, collect and receipt for all sums due or owing for such Rents and occupation, as the same may accrue; and out the amount so collected to pay and discharge all unpaid indebtedness secured hereby, all in accordance with the terms and provisions of Article V of this Mortgage. The right to enter and take possession of the Property and use any personal property therein, to manage, operate and conserve the same, and to collect the Rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receivers' fees, counsel fees, consists and agents' compensation) incurred pursuant to the powers herein contained shall be secured hereby.

6.17 If Mortgagor's Liabilities are now or hereafter in whole or in part further secured by chattel mortgages, pledges, contracts or guaranties, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

VII. MISCELLANEOUS

7.01 Every provision for notice, demand or request required in this Mortgage, the Note or the Other Agreements or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by overnight express carrier, prepaid, such notice shall be deemed to have been made on the next day following deposit with such carrier. For the purposes herein, notices shall be sent to Mortgagor, and Mortgagee as follows:

To Mortgagor:

American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690

with a copy to:

Golub & Co.
625 North Michigan Avenue
Suite 2000
Chicago, Illinois 60611
Attn: Michael Newman

and a copy to:

Greenberger Krauss & Jacobs, Chtd.
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: David Glickstein, Esq.

To Mortgagee:

Balcor Real Estate Finance Inc.
4849 Golf Road, Fifth Floor
Skokie, Illinois 60077
Attention: Robert C. Fliss

with a copy to:

Katten Muchin & Zavis
525 West Monroe Street, Suite 1600
Chicago, Illinois 60606
Attention: Vincent A. F. Sergi, Esq.
Barry A. Comin, Esq.

7.02 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

7.03 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns of the Mortgagor and Mortgagee.

7.04 This Mortgage was executed and delivered in, and except as otherwise specifically stated in any given section or sub-section hereof, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

7.05 Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall survive and

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be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

7.06 All rights and remedies of Mortgagee under this Mortgage and any and all other instruments evidencing or securing the Mortgagor's Liabilities are cumulative and concurrent and may be exercised singularly, successively or concurrently and Mortgagee shall have all rights, remedies and recourse available at law or equity, subject to the terms, provisions and conditions of Paragraph 7.10 below.

7.07 To the extent that any of Mortgagor's Liabilities represent funds utilized to satisfy any outstanding indebtedness or obligations secured by liens, rights or claims against the Property or any part thereof, Mortgagee shall be subrogated to any and all liens, rights, superior titles and equities owned or claimed by the holder of any such outstanding indebtedness or obligation so satisfied, however remote, regardless of whether said liens, rights, superior title and equities are by the holder(s) thereof assigned to Mortgagee or released.

7.08 Mortgagor will permit Mortgagee and its agents, representatives and employees to inspect the Property at all reasonable times upon reasonable advanced notice.

7.09 Mortgagor will save and hold Mortgagee harmless of and from any and all damage, loss, cost and expense, including, but not limited to, reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding threatened, filed and/or pending brought by anyone other than Mortgagee or Mortgagor, in or to which Mortgagee is or may become or may have to become a party by reason of or arising from or on account of or in connection with Mortgagor's Liabilities, this Mortgage, the Note or the Other Agreements, unless such damage, loss, cost and expense is based solely upon the willful misconduct or gross negligence of Mortgagee.

7.10 This Mortgage is executed by American National Bank and Trust Company of Chicago, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the part of said trustee personally to pay the indebtedness secured by this Mortgage or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said trustee is personally concerned, the legal holder or holders of this Mortgage and the owner or owners of any indebtedness accruing hereunder shall look to the Property or any other collateral securing the Note for the payment thereof, by the enforcement against said Property or other collateral provided in the Note, this Mortgage, and any of the Other Agreements.

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IN WITNESS WHEREOF, this First Mortgage and Security Agreement has been duly executed the day and year first above written.

ATTEST:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

By: _____

Name: S. G. BAKER
Its: Trustee

By: _____

Name: J. M. Whelan
Its: Trustee

Property of Cook County Clerk's Office

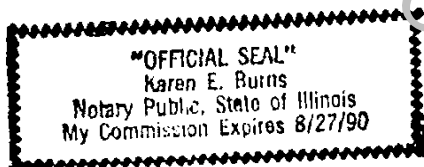
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK

APR 20 1988

On this ___ day of April, 1988, before me, a Notary Public in and for the State of Illinois, personally appeared W. MICHAEL [unclear] and SUZANNE G. BAKER, to me known to be the Vice President and Asst Secretary of American National Bank and Trust Company of Chicago, a national banking association who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Bank as Trustee under a Trust Agreement dated April 25, 1988 and known as Trust No. 104997-05 for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed hereto is the corporate seal of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of Illinois

My commission expires: _____

Office of Cook County Clerk's Office

1988 APR 21 PM 3:10

COOK COUNTY CLERK'S
OFFICE FOR RECORDS

88167520

88167520

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EXHIBIT A
TO FIRST MORTGAGE AND SECURITY AGREEMENT
DATED AS OF MARCH 31, 1988
BY AND BETWEEN
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, TRUSTEE, AS MORTGAGOR
AND
BALCOR REAL ESTATE FINANCE INC., AS MORTGAGEE

LEGAL DESCRIPTION

Lots 4 and 5 in Walden International, being a subdivision of part of fractional Section 1 and part of the North 1/2 of Section 12, both inclusive, in Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Common Property Address: 1920 Thoreau Drive
Schaumburg, Illinois

P.I.N.: (1) 07-12-101-017
07-12-101-018

Property of Cook County Clerk's Office
-88167520

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EXHIBIT B
TO FIRST MORTGAGE AND SECURITY AGREEMENT
DATED AS OF MARCH 31, 1988
BY AND BETWEEN
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, TRUSTEE, AS MORTGAGOR
AND
BALCOR REAL ESTATE FINANCE INC., AS MORTGAGEE

PERMITTED ENCUMBRANCES

1. TAXES FOR THE YEARS 1987 AND 1988.

NOTE: 1987 TAXES SECOND INSTALLMENT NOT DELINQUENT
BEFORE AUGUST 2, 1988

NOTE: 1988 TAXES NOT DELINQUENT BEFORE MARCH 2, 1989

~~NOTE: THE AMOUNT OF THE 1987 ESTIMATED FIRST INSTALLMENT HAS
BEEN DEPOSITED WITH THE COUNTY COLLECTOR.~~

PERMANENT TAX NUMBERS

07-12-101-017, AFFECTS LOT 4

07-12-101-018, AFFECTS LOT 5

2. EASEMENTS FOR STORM WATER DRAINAGE AND RETENTION, INGRESS AND
EGRESS AND UTILITIES AS ESTABLISHED BY DECLARATION OF PROTECTIVE
COVENANTS DATED MARCH 17, 1980 AND RECORDED MARCH 28, 1980 AS
DOCUMENT 25406331.

3. TERMS, PROVISIONS AND CONDITIONS REGARDING A NON-EXCLUSIVE
PERPETUAL EASEMENT OVER, ACROSS AND UPON THE LAND FOR THE
PURPOSE OF PEDESTRIAN INGRESS AND EGRESS AND THE MAINTENANCE,
REPAIR, RECONSTRUCTION AND RESTORATION OF A SIDEWALK ON THE LAND
CREATED BY GRANT RECORDED JUNE 13, 1983 AS DOCUMENT 26640290 AND
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRIANGULAR PARCEL OF LAND IN LOT 4 IN WALDEN INTERNATIONAL,
BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF
THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE
10, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 4; THENCE SOUTH
85 DEGREES, 58 MINUTES, 18 SECONDS EAST ALONG THE NORTH LINE OF
SAID LOT 4, A DISTANCE OF 260.55 FEET TO A POINT IN THE
SOUTHWESTERLY EDGE OF AN EXISTING CONCRETE WALK TO THE POINT OF
BEGINNING; THENCE SOUTH 85 DEGREES, 58 MINUTES, 18 SECONDS EAST

NO. 100000
CHGD TITLE INS CO
APR 20 1988

89167520

CONTINUING ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 74.35 FEET TO A POINT IN THE SOUTHEASTERLY EDGE OF AN EXISTING CONCRETE WALK; THENCE SOUTH 50 DEGREES, 47 MINUTES, 3 SECONDS WEST ALONG THE SOUTHEASTERLY EDGE OF SAID EXISTING CONCRETE WALK, A DISTANCE OF 53.88 FEET TO A POINT 36.95 FEET SOUTH, MEASURED AT RIGHT ANGLES OF SAID NORTH LINE OF LOT 4; THENCE NORTH 39 DEGREES, 31 MINUTES, 27 SECONDS WEST ALONG THE SOUTHWESTERLY EDGE OF SAID EXISTING CONCRETE WALK, A DISTANCE OF 50.94 FEET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

4. ENCROACHMENT OF ASPHALT PARKING AND CONCRETE CURBS AT THE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY CORNERS OF LOTS 4 AND 5 ONTO THE ADJOINING LAND AS SHOWN ON THE SURVEY BY TED G. STALEY.
5. EASEMENT RESERVED ON THE PLAT FOR PUBLIC UTILITIES AND FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, WIRES AND LINES OVER THOSE AREAS SHOWN BY DOTTED LINES MARKED UTILITY ON SAID PLAT RECORDED JANUARY 30, 1980 AS DOCUMENT 25342431.

A PORTION OF THE ABOVE EASEMENT WAS VACATED BY THE PLAT OF EASEMENT VACATION AND RELEASE RECORDED JUNE 28, 1985 AS DOCUMENT 85081761, SAID VACATED PORTION BEING DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 4 AND 5 IN WALDEN INTERNATIONAL BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 355 FEET THROUGH A CENTRAL ANGLE OF 5 DEGREES, 19 MINUTES, 16 SECONDS, AND AN ARC DISTANCE OF 32.96 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 370.25 FEET; THENCE NORTH 89 DEGREES, 08 MINUTES, 48 SECONDS WEST 13.13 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 18.36 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 185.17 FEET; THENCE NORTH 82 DEGREES, 26 MINUTES, 28 SECONDS WEST 95.54 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 204.83 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 30.00 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 191.75 FEET; THENCE SOUTH 82 DEGREES, 26 MINUTES, 28 SECONDS EAST 95.54 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 198.25 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 337.22 FEET TO A POINT ON SAID CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE, 57 MINUTES, 13 SECONDS, AND AN ARC DISTANCE OF 12.10 FEET TO THE POINT OF BEGINNING.

6. EASEMENT OVER THE AREA AS SHOWN BY DOTTED LINES FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH TELEPHONE AND ELECTRICAL SERVICE, TOGETHER WITH THE RIGHT TO OVERHANG AERIAL SERVICE WIRES AND THE RIGHT OF ACCESS TO SUCH WIRES, AS CREATED BY GRANT TO THE ILLINOIS BELL TELEPHONE COMPANY, THE COMMONWEALTH EDISON COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN BY DOTTED LINES ON THE PLAT OF SUBDIVISION RECORDED JANUARY 30, 1980 AS DOCUMENT 25342431.

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A PORTION OF THE ABOVE EASEMENT WAS VACATED BY THE PLAT OF EASEMENT VACATION AND RELEASE RECORDED JUNE 28, 1985 AS DOCUMENT 85081761, SAID VACATED PORTION BEING DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 4 AND 5 IN WALDEN INTERNATIONAL BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 355 FEET THROUGH A CENTRAL ANGLE OF 5 DEGREES, 19 MINUTES, 16 SECONDS, AND AN ARC DISTANCE OF 32.96 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 370.25 FEET; THENCE NORTH 89 DEGREES, 08 MINUTES, 48 SECONDS WEST 13.13 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 18.36 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 185.17 FEET; THENCE NORTH 82 DEGREES, 26 MINUTES, 28 SECONDS WEST 95.54 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 204.83 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 30.00 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 191.75 FEET; THENCE SOUTH 82 DEGREES, 26 MINUTES, 28 SECONDS EAST 95.54 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 198.25 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 337.22 FEET TO A POINT ON SAID CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE, 57 MINUTES, 13 SECONDS, AND AN ARC DISTANCE OF 12.10 FEET TO THE POINT OF BEGINNING.

- 7 EASEMENT OVER THE AREA AS SHOWN BY DOTTED LINE FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY TO SERVE THE SUBDIVISION AND OTHER LAND WITH GAS SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT AS CREATED BY GRANT TO THE NORTHERN ILLINOIS GAS COMPANY AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN BY DOTTED LINES ON THE PLAT OF SUBDIVISION RECORDED JANUARY 30, 1980 AS DOCUMENT 25342431.

A PORTION OF THE ABOVE EASEMENT WAS VACATED BY THE PLAT OF EASEMENT VACATION AND RELEASE RECORDED JUNE 28, 1985 AS DOCUMENT 85081761, SAID VACATED PORTION BEING DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 4 AND 5 IN WALDEN INTERNATIONAL BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4, THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTH WEST, HAVING A RADIUS OF 355 FEET THROUGH A CENTRAL ANGLE OF 5 DEGREES, 19 MINUTES, 16 SECONDS AND AN ARC DISTANCE OF 32.96 FEET FOR THE PLACE OF BEGINNING; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 370.25 FEET; THENCE NORTH 89 DEGREES, 08 MINUTES, 48 SECONDS WEST 13.13 FEET; THENCE SOUTH 39 DEGREES, 32

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MINUTES, 48 SECONDS EAST 18.36 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 185.17 FEET; THENCE NORTH 82 DEGREES, 26 MINUTES, 28 SECONDS WEST 95.54 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 204.83 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 30 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 191.75 FEET; THENCE SOUTH 82 DEGREES, 26 MINUTES, 26 SECONDS EAST 95.54 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 198.25 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 337.22 FEET TO A POINT ON SAID CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE, 57 MINUTES, 13 SECONDS, AND AN ARC DISTANCE OF 12.10 FEET TO THE POINT OF BEGINNING.

8. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CABLENET OF ILLINOIS INCORPORATED, THE ILLINOIS BELL TELEPHONE COMPANY, THE COMMONWEALTH EDISON COMPANY, THE NORTHERN ILLINOIS GAS COMPANY AND THE VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS LABELED 'EASEMENT BEING DEDICATED', MORE FULLY DESCRIBED BELOW, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS AND CABLES, SEWERS, AND WATER MAINS, WITH ALL NECESSARY MANHOLES, PHONE, ELECTRIC, SEWER, GAS, AND WATER SERVICE; THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN WITHIN SAID EASEMENT AREA SAID CONDUITS, CABLES, MANHOLES, WATER VALVES AND OTHER EQUIPMENT; AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS OR SAPLINGS THAT INTERFERE, OR THREATEN TO INTERFERE, WITH ANY OF SAID PUBLIC UTILITIES EQUIPMENT. ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE, BUT NOT OVERHEAD. IT IS FURTHER UNDERSTOOD THAT THE ABOVE EASEMENTS SHALL BE NON-EXCLUSIVE. NO PERMANENT BUILDINGS OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON SAID EASEMENTS, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION AS SHOWN BY PLAT OF EASEMENT DEDICATION RECORDED JANUARY 28, 1985 AS DOCUMENT 85081762 AND OVER THE LAND DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF LOT 4 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE NORTH 39 DEGREES, 32 MINUTES, 46 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 54.74 FEET TO THE SOUTHERLY LINE OF AN EXISTING 10 FOOT EASEMENT; THENCE SOUTH 88 DEGREES, 42 MINUTES, 42 SECONDS WEST 7.93 FEET ALONG THE SOUTHERLY LINE OF SAID 10 FOOT EASEMENT; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 64.95 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY LINE BEING A CURVE CONCAVE TO THE NORTH WEST HAVING A RADIUS OF 355 FEET THROUGH A CENTRAL ANGLE OF 1 DEGREE, 15 MINUTES, 48 SECONDS AN ARC DISTANCE OF 7.83 FEET TO THE POINT OF BEGINNING.

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PARCEL 2:

THAT PART OF LOT 4 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 67.96 FEET TO THE NORTHERLY LINE OF AN EXISTING 10 FOOT EASEMENT FOR THE POINT OF BEGINNING; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 322.04 FEET ALONG THE SAID NORTHEASTERLY LINE TO AN ANGLE POINT IN SAID LOT; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 6.00 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 316.85 FEET TO THE NORTHERLY LINE OF SAID 10 FOOT EASEMENT; THENCE SOUTH 88 DEGREES, 42 MINUTES, 42 SECONDS EAST 7.93 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF LOTS 4 AND 5 IN WALDEN INTERNATIONAL, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 1 AND PART OF THE NORTH 1/2 OF SECTION 12, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 4; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 390.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 4 TO AN ANGLE POINT; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 36.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 12.00 FEET; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 146.20 FEET TO THE SOUTHERLY LINE OF AN EXISTING 10 FOOT EASEMENT; THENCE NORTH 85 DEGREES, 58 MINUTES, 18 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID 10 FOOT EASEMENT 67.08 FEET; THENCE SOUTH 51 DEGREES, 05 MINUTES, 46 SECONDS WEST 140.89 FEET; THENCE SOUTH 87 DEGREES, 55 MINUTES, 20 SECONDS WEST 42.95 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 155.00 FEET; THENCE SOUTH 12 DEGREES, 59 MINUTES, 54 SECONDS EAST 23.94 FEET; THENCE SOUTH 50 DEGREES, 27 MINUTES, 12 SECONDS WEST 57.00 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 5.00 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 33.24 FEET; THENCE SOUTH 34 DEGREES, 32 MINUTES, 48 SECONDS EAST 18.53 FEET; THENCE NORTH 50 DEGREES, 27 MINUTES, 12 SECONDS EAST 225.03 FEET; THENCE NORTH 52 DEGREES, 33 MINUTES, 12 SECONDS EAST 141.30 FEET; THENCE SOUTH 85 DEGREES, 58 MINUTES, 18 SECONDS EAST 30.00 FEET; THENCE SOUTH 39 DEGREES, 32 MINUTES, 48 SECONDS EAST 149.28 FEET; THENCE SOUTH 89 DEGREES, 08 MINUTES, 48 SECONDS EAST 48.58 FEET; THENCE NORTH 39 DEGREES, 32 MINUTES, 48 SECONDS WEST 31.49 FEET TO THE POINT OF BEGINNING.

9. ENCROACHMENT OF THE CONCRETE CURB LOCATED ALONG THE NORTHEASTERLY LINE OF LOT 4 OF THE LAND BY AN UNDISCLOSED AMOUNT, AS DISCLOSED BY THE SURVEY OF TED G. STALEY, ORDER NO. 2348.

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NO. 10
CHGO. TITLE INS. CO.
APR 20 1981

RIGHTS OF ~~TENANTS~~ ONLY UNDER UNRECORDED LEASES *as shown on Exhibit A attached.*

Following tenants
shown on Exhibit attached as Exhibit A tenants
COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF PROTECTIVE COVENANTS WALDEN INTERNATIONAL EXECUTED BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1973 AND KNOWN AS TRUST NUMBER 45533 AND AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 6, 1973 AND KNOWN AS TRUST NUMBER 46592, DATED MARCH 17, 1980 AND RECORDED MARCH 28, 1980 AS DOCUMENT 25406331 RELATING TO MAINTENANCE, CONSTRUCTION, USE, RECIPROCAL AND NON-EXCLUSIVE EASEMENTS, DEVELOPMENT STANDARDS, MEMBERSHIP, VOTING AND RESTRICTIONS IN THE THOREAU PROPERTY OWNERS ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, RIGHTS AND RESPONSIBILITIES OF OWNERS OF ADDITIONAL PROPERTY AND SUBMISSION OF SAID PROPERTY TO PROVISIONS OF THE DECLARATION. IN ADDITION, THE DECLARATION PROVIDES THAT THE ASSOCIATION MAY ENTER UPON THE LAND OF A DEFAULTING OWNER AND DO SUCH WORK AS REQUIRED TO CURE THE DEFAULTS WITH THE COSTS AND EXPENSES PAYABLE BY SAID OWNERS OR SAID COSTS AND EXPENSES REMAINING AS A CONTINUING LIEN ON THE LAND SUBORDINATE TO THE LIEN OF ALL MORTGAGES. THE DECLARATION ALSO PROVIDES THAT EACH OWNER COVENANTS AND AGREES TO PAY TO THE ASSOCIATES:

- (1) ANNUAL ASSESSMENTS AND
- (2) SPECIAL ASSESSMENTS FOR THE PURPOSES STATED THEREIN AND THE SAID ASSESSMENTS, TOGETHER WITH THE LAST PAYMENT FEE AND COSTS SHALL BE A CHARGE ON THE LAND AND SHALL BE A CONTINUING LIEN ON THE LAND UPON WHICH SAID ASSESSMENT IS MADE, AND SAID LIEN SHALL BE SUBORDINATE TO THE LIEN OF ALL MORTGAGES.

Leases and

- 12. ASSIGNMENT OF RENTS MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1968 AND KNOWN AS TRUST NUMBER 104997-03 TO BALCOR REAL ESTATE FINANCE INC., RECORDED _____ AS DOCUMENT _____.
- 13. SECURITY INTEREST OF BALCOR REAL ESTATE FINANCE INC., SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 25, 1968 AND KNOWN AS TRUST NUMBER 104997-05, DEBTOR, AND FILED ON _____ AS NUMBER _____.

Balcor Real Estate Finance Inc.

- 14. "Security interest of _____, secured party, in certain described chattels on the land, as disclosed by financing statement executed by *Woodfield Green Associates Limited Partnership* debtor, and filed on _____ as No. _____."

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