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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

70-95-306 D4

THIS ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (herein sometimes called the "Mortgage") is made as of December 31, 1986, by and between OLSON-CONNECTICUT, INC., an Illinois corporation, having its principal office at 2935 W. 47th Street, Chicago, Illinois (herein, together with its successors and assigns, called the "Mortgagor"), and CENTRAL DIE CASTING AND MANUFACTURING COMPANY, an Illinois corporation, P.O. Box 360, Fort Wayne, Indiana 46801 (herein, together with its successors and assigns, sometimes called the "Mortgagee").

RECITALS:

A. Description of Real Estate. Mortgagor is the Owner of land located in Cook County, Illinois, described on Exhibit "A" attached hereto (such ownership interest being referred to herein as the "Land").

B. Indebtedness. This Mortgage secures the payment and performance of the following (the "Indebtedness"):

(i) Indebtedness evidenced by a Note (the "Fixed Assets Note") issued by Mortgagor to Mortgagee of even date herewith in the principal sum of Six Hundred Twenty Two Thousand One Hundred Dollars (\$622,100.00), which Note provides for quarterly installments of principal and interest, with the final installment of principal and interest being due and payable on the 1st day of January, 1992, together with all renewals, extensions, modifications, substitutions, and replacements of said Note; and

(ii) Indebtedness evidenced by a Note (the "Orange, Connecticut Note") issued by Mortgagor and John D. Olson to Mortgagee of even date herewith, in the principal sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), which Note provides for the payment of the entire principal sum and interest accrued thereon on the earlier of (a) the date of closing of the sale of certain real estate therein described, or (b) February 28, 1987, together with all renewals, extensions, modifications, substitutions and replacements of said Note; and

(iii) Payment, performance and observance of all obligations and covenants of the Mortgagor and of John D. Olson under a certain Debt and Security Instrument of even date herewith, among Mortgagor, John D. Olson and Mortgagee (the "Debt and Security Instrument"), and under any other loan instrument or document executed pursuant to the terms of said Debt and Security Instrument or pursuant to a certain Agreement of Purchase and Sale, dated December 31, 1986, among Mortgagor, John D. Olson and Mortgagee (all of such other loan instruments and documents, together with the Fixed Assets Note, the Orange, Connecticut Note and the Debt and Security Instrument, being herein collectively called the "Loan Documents"); and

(iv) Payment of all sums advanced by Mortgagee to protect its interest in and to the Collateral herein, with interest thereon at the rate then effective under the Fixed Assets Note, or the highest contract rate permitted by applicable law, whichever is less; and

(v) Payment of all sums advanced by Mortgagee to perform any covenants contained herein which the Mortgagor shall have failed to perform, including taxes, assessments, insurance premiums or costs incurred for the

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protection of the mortgaged premises, with interest thereon at the rate then effective under the Fixed Assets Note, or the highest contract rate permitted by applicable law, whichever is less; and

(vi) Payment of all other sums, with interest thereon, which may hereafter be loaned to Mortgagor, or its successors or assigns, by Mortgagee, when evidenced by a promissory note reciting that they are secured by this Mortgage; and

(vii) Payment of all costs and expenses of collection and enforcement of the foregoing obligations, including reasonable attorney's fees.

The Fixed Assets Note and the Orange, Connecticut Note are herein together referred to as "the Notes."

C. Liabilities. In accordance with the aforesaid description of Indebtedness, the liabilities (herein called the "Liabilities") to be secured hereby, whether now or hereafter existing, or due or to become due, are the Indebtedness above described, and any additional sums which may become due from the Mortgagor hereunder. The maximum amount of the unpaid Liabilities, exclusive of interest thereon, which may be secured by this Mortgage at any time is Seven Hundred Fifty Thousand Dollars (\$750,000.00).

D. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all of the following:

(i) Real Estate. All of the Land, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all gas, oil, minerals, coal and other substances of any kind or character underlying the Land to the extent owned by Mortgagor; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all appliances, machinery, equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter affixed to or attached to the Real Estate in any manner, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment, appliances (including stoves, refrigerators, water fountains and coolers, fans, heaters, incinerators, compactors, dishwashers, disposals, clothes washers and dryers, water heaters and similar equipment), blinds, window shades, carpeting, floor coverings, elevators, office equipment, fire sprinklers and alarms, control devices and equipment, light fixtures and nonstructural additions to the Real Estate, all of which shall be deemed to be fixtures and to constitute real property (all of the foregoing is herein referred to collectively as the "Improvements");

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(iii) Personal Property. All appliances, equipment, tools, furnishings, furniture, light fixtures, and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Real Estate, any construction undertaken on the Real Estate or any trade, business or other activity (whether or not engaged in for profit) for which the Real Estate is used, the maintenance of the Improvements or the convenience of any guests, licensees or invitees of the Mortgagor, all regardless of whether located on the Real Estate or located elsewhere for purposes of fabrication, storage or otherwise (all of the foregoing is herein referred to collectively as the "Goods");

(iv) Specified General Intangibles. All good will, trademarks, trade names, option rights, purchase contracts, and books and records of the Mortgagor relating to the Real Estate or the Improvements, and all contract rights of the Mortgagor with respect to the operation and/or maintenance of the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles");

(v) Rents. All rents, issues, profits, royalties, avails, and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

(vi) Leases. All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person, other than the Mortgagor, agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases"); and

(vii) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, except accounts, instruments, chattel paper, money and any general intangibles not specifically included in the Intangibles, and all proceeds (including insurance proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises").

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NOW, THEREFORE, for and in consideration of the Mortgagee making the loan represented by the Indebtedness to or for the benefit of the Mortgagor, and for the purpose of securing the Liabilities and the performance by the Mortgagor of its obligations hereunder, and in consideration of the various agreements contained herein, and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Mortgagor,

THE MORTGAGOR HEREBY MORTGAGES, WARRANTS, CONVEYS, TRANSFERS, GRANTS AND ASSIGNS TO THE MORTGAGEE, AND GRANTS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving

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and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof, it is well seized of the Premises, and of a good, indefeasible estate therein, in fee simple; that the Collateral is free from all encumbrances whatsoever (and any claim of any other person thereto) other than (i) liens for current taxes not delinquent or taxes being contested in good faith and by appropriate proceedings, and (ii) easements and similar encumbrances which do not adversely affect the operation of the properties subject thereto (such liens as defined under (i) and (ii) called the "Permitted Exceptions"); that it has good and lawful right to sell, encumber and convey the Collateral; that it has good and lawful right to grant a security interest hereunder; and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever.

I. COVENANTS AND AGREEMENTS OF MORTGAGOR

Further to secure the payment and performance of the Liabilities, the Mortgagor hereby covenants, warrants, and agrees with the Mortgagee as follows:

1. Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the Note or this Mortgage, the principal of and interest on the Note evidencing the Indebtedness, and all other Liabilities relating to the Indebtedness (including fees and charges) or as arise hereunder.

2. Payment of Taxes. The Mortgagor will pay, when due, all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay, when due, any tax or other charge on the interest or estate in lands created or represented by this Mortgage, whether levied against the Mortgagor or the Mortgagee or otherwise, and will submit to the Mortgagee upon request all receipts showing payment of all of such taxes, assessments and charges.

3. Maintenance and Repair. The Mortgagor will: not abandon the Premises; not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage; after construction, not remove or demolish any of the Improvements, except in making nonmaterial changes, additions or alterations to the Premises; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any material changes, additions or alterations to the Premises or the Improvements, except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Goods and the Improvements in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction; promptly restore and replace any of the Improvements or the Goods which are destroyed or damaged; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting streets and sidewalks in good and neat order and repair.

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4. Sales; Liens. The Mortgagor will not, without the prior written consent of Mortgagee: sell, assign, transfer or convey, or permit to be transferred or conveyed, the Collateral or any part thereof or any interest or estate in any thereof; remove any of the Collateral from the Premises or from the State in which the Real Estate is located; or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Collateral or any part thereof, except the Permitted Exceptions; provided, however, that Mortgagee hereby consents to the sale, assignment, transfer, conveyance or removal of Goods with respect to the Premises up to the aggregate of \$10,000 in any one year which are replaced by Goods of substantially equivalent value.

5. Access by Mortgagee. The Mortgagor will as and when requested by the Mortgagee: deliver to the Mortgagee copies of all leases, agreements creating or evidencing Intangibles, all amendments and supplements thereto, and any other document which is, or which evidences, governs, or creates, Collateral; permit access by the Mortgagee to its books and records, construction progress reports, tenant registers, sales records, offices, insurance policies and other papers for examination and the making of copies and extracts; prepare such schedules, summaries, reports and progress schedules as the Mortgagee may request; and permit the Mortgagee and its agents and designees, at all reasonable times, to enter on and inspect the Premises.

6. Stamp and Other Taxes. If the Federal, or any State, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income, gross receipts or similar tax on the Mortgagee's receipt of interest payments on the principal portion of the Indebtedness secured hereby), assessment or imposition upon this Mortgage, the Liabilities, the Note, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall, at any time or times, require revenue stamps to be affixed to the Note or this Mortgage, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any such tax, assessment, stamp or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp or imposition to or for the Mortgagee, then such event shall constitute a Default hereunder.

7. Insurance. The Mortgagor will, at all times, maintain on the Goods, the Improvements and all other Collateral all insurance reasonably required at any time or from time to time by the Mortgagee and in any event fire and extended coverage insurance for the benefit of the Mortgagee, for the full market value (but in any event not less than the outstanding principal balance of the Note) of the Goods, the Improvements and all other Collateral, against loss or damage (whether to such Collateral, Goods or Improvements or by loss of rentals, business interruption, loss of occupancy or other damage therefrom) from such hazards as may be requested by the Mortgagee from time to time, including (without limitation) fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including boiler insurance and war risk insurance if then available), insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder, and all other insurance commonly or, in the judgment of the Mortgagee, prudently maintained by those whose business, improvement to, and use of real estate is similar to that of the Mortgagor, including business interruption insurance equal to not less than Ninety Percent (90%) of twelve (12) months' gross revenues computed at

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full occupancy of the apartment business to be conducted upon the Premises. Without limiting the foregoing, during the course of construction or repair of Improvements upon the Real Estate, Mortgagor shall carry comprehensive public liability insurance (including coverage for elevators and escalators, if any, on the Premises), and completed operations coverage for two (2) years after construction of the Improvements has been completed, on an "occurrence basis" against claims for "personal injury", including, without limitation, bodily injury, death or property damage occurring on, in or about the Premises, the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than that required by Mortgagee with respect to personal injury or death to any one or more persons or damage to property; workmen's compensation insurance (including employer's liability insurance, if requested by Mortgagee or required by applicable law) for all employees of Mortgagor engaged on or with respect to the Premises in such amount as reasonably satisfactory to Mortgagee, or if such limits are established by law, in such amounts; and builder's completed value risk insurance against "all risk of physical loss", including collapse and transit coverage, during the construction of such Improvements, with deductibles not to exceed \$1,000, in non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished. Said policy of insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement. Mortgagor shall maintain such other coverages, all in such amounts, in such form and with such companies as shall be reasonably satisfactory to the Mortgagee, and to deliver to and keep deposited with the Mortgagee true and correct copies of all policies of such insurance and renewals thereof, with premiums prepaid, and with loss payable clauses satisfactory to the Mortgagee, and noncancellation clauses providing for not less than 30 days prior written notice to the Mortgagee, attached thereto in favor of the Mortgagee, its successors and assigns. Such insurance shall contain the so-called Replacement Cost or Restoration Endorsement, a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage, and such special endorsements as may be required by the terms of any leases assigned as security hereunder. The Mortgagor agrees that any loss paid to the Mortgagee under any of such policies shall be applied, at the option of the Mortgagee, toward the payment of the Indebtedness, or any of the Liabilities, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral, as the Mortgagee may elect (which election shall not relieve the Mortgagor of the duty to rebuild or repair). The Mortgagor, in its discretion, may settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral, provided no such settlement, compromise or adjustment shall be effected without the prior written consent of the Mortgagee. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the Liabilities secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Goods, Improvements or other Collateral or to perform any other act under this Paragraph 7.

8. Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which the Mortgagor hereby assigns to the Mortgagee), and all Condemnation Awards so received shall be forthwith

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applied by the Mortgagee, as it may elect, to the prepayment of the Indebtedness or any other Liabilities, or to the repair and restoration of any property so taken or damaged. The Mortgagor may settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof, provided that no such settlement, compromise or adjustment shall be effected without the prior written consent of the Mortgagee.

9. Governmental Requirements. Mortgagor will, at all times, fully comply with, and cause the Collateral and the use and condition thereof fully to comply with, all Federal, State, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decree of any kind whatsoever that apply or relate to the Mortgagor or the Collateral or the use thereof, and will observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation) those relating to the use and development, landmark preservation, construction, access, water rights and use, noise and pollution) which are applicable to the Mortgagor, which are necessary to operate Mortgagor's business or which have been granted for the Collateral or the use thereof.

10. No Mechanics' Liens. The Mortgagor will not do or permit to be done any act or thing, and no person shall have any right of power to do any act or thing, whereby any mechanics' lien under the laws of the State in which the Real Estate is located can arise against or attach to the Premises or any part thereof unless such liens shall first be wholly waived as against this Mortgage. In addition, it is further expressly made a covenant and condition hereof that the lien of this Mortgage shall extend to any and all improvements and fixtures now or hereafter on the Premises, prior to any other lien thereon that may be claimed by any person, so that subsequently accruing claims for lien on the Premises shall be junior and subordinate to this Mortgage. All contractors, subcontractors, and other parties dealing with the Premises, or with any parties interested therein, are hereby required to take notice of the above provisions.

11. Continuing Priority. The Mortgagor will: pay such fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgments or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time request to establish and maintain a valid and perfected first and prior lien, subject to the Permitted Exceptions, on and security interest in the Collateral and to provide for payment to the Mortgagee directly of all cash proceeds thereof, with the Mortgagee in possession of the Collateral to the extent it requests; maintain its executive office and principal place of business at all times at the address shown above; keep all of its books and records relating to the Collateral on the Premises or at such address; keep all tangible Collateral on the Real Estate, except as the Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder; and not collect any rents or the proceeds of any of the Leases or Intangibles more than 30 days before the same shall be due and payable, except as the Mortgagee may otherwise consent in writing.

12. Utilities. The Mortgagor will pay all utility charges incurred in connection with the Collateral and maintain all utility services available for use at the Premises.

13. Contract Maintenance; Other Agreements. The Mortgagor will, for the benefit of the Mortgagee, fully and

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promptly perform each obligation and satisfy each condition imposed on it under any Lease, Intangible or other agreement so that there will be no default thereunder and so that the persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such person to avoid such performance; Mortgagor shall not cancel, modify or amend any Lease without the prior written consent of the Mortgagee; and the Mortgagor shall, within five (5) business days, notify the Mortgagee in writing of any default under any Lease.

14. Agreements Affecting the Collateral. The Mortgagor shall keep, observe, perform and comply with all covenants, conditions and restrictions affecting the Premises, any operating agreements or other writings relating to the Collateral, and all leases, instruments and documents relating thereto.

15. No Assignments; Future Leases. The Mortgagor will not cause or permit any Rents, issues, profits, Leases or other contracts relating to the operation or maintenance of Premises to be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to any such assignment. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the Improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any person, except pursuant to written leases, the form thereof to be first approved by the Mortgagee. Each such lease shall contain, at the Mortgagee's election, either (i) a provision to the effect that the tenant shall, at the request of Mortgagee, deliver to the Mortgagee an instrument, in form and substance satisfactory to the Mortgagee, in which the tenant agrees that no action taken by the Mortgagee to enforce this Mortgage by foreclosure, or by accepting a deed in lieu of foreclosure, or by resorting to any other remedies available to the Mortgagee, shall terminate the lease or invalidate any of the terms thereof and that tenant will attorn to the Mortgagee, to the purchaser at a foreclosure sale, or to a grantee in a voluntary conveyance, and will recognize such entity as landlord for the balance of the term of the lease, providing that the Mortgagee will agree with the tenant that, as long as the tenant is not in default under any of the terms of its lease, the tenant's possession will not be disturbed by the Mortgagee, or (ii) a subordination clause providing that the lease and the interest of the lessee in the demised real estate are, in all respects, subject and subordinate to this Mortgage; provided, however, that in the event any such lease fails for any reason to contain either of such provisions, no proceeding by the Mortgagee to foreclose this Mortgage, or action by way of its entry into possession after any Default hereunder, shall in or of itself operate to terminate such lease unless the Mortgagee expressly requests such relief in writing, but the preceding provisions of this Paragraph 15 shall never be construed as subordinating this Mortgage to any such lease or any other lease.

16. Collections. Until such time as the Mortgagee shall notify the Mortgagor of the revocation of such power and authority, the Mortgagor will, at its own expense, endeavor to collect, as and when due, but not more than one (1) month in advance, all amounts due with respect to any of the Rents, Leases, Intangibles and other Collateral, including the taking of such action with respect to such collection as the Mortgagee may reasonably request, or, in the absence of such request, as the Mortgagor may deem advisable. The Mortgagee, however, may, at any time, whether before or after any revocation of such power and authority or the maturity or any of the Liabilities, notify any parties obligated on any of the Rents, Leases,

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the Fixed Assets Note, or under the terms of the Indebtedness secured hereby, a sum equivalent to one-fourth (1/4) of the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due, all taxes, assessments, and other similar charges levied against the Premises, and all insurance premiums on the policy or policies of insurance required hereunder. Such additional payment may be commingled with the general funds of Mortgagee and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver and pay over to Mortgagee such additional sums as are necessary to make up any deficiency in the amount necessary to enable Mortgagee to fully pay any of the items hereinabove mentioned. In the event of any default by Mortgagor in performance of the terms, covenants or conditions herein contained, or in the evidence of the debt secured hereby, Mortgagee may apply against the Indebtedness secured hereby, in such manner as Mortgagee may determine, any funds of Mortgagor then held by Mortgagee under this Paragraph 19.

20. Financial Statements. Mortgagor shall furnish to Mortgagee all such financial statements, records, books and reports as are or may be required under or pursuant to the terms of the Debt and Security Instrument, at the time or times therein required.

III. DEFAULT: REMEDIES

The Mortgagor and the Mortgagee hereby agree further as follows:

1. Defaults; Acceleration. The occurrence of any of the following shall constitute a "Default" hereunder:

(a) Failure to pay within ten (10) days of when due any amount owing either of the Notes, this Mortgage, the Debt and Security Instrument, or any of the other Loan Documents.

(b) Nonperformance or failure to observe any term, covenant, condition, obligation or agreement required to be performed or observed hereunder, or under any of the Loan Documents, by Mortgagor or by John D. Olson, provided such default shall continue uncured for a period of 30 days following notice thereof to Mortgagor.

(c) The occurrence of an event of default as defined in any of the Loan Documents.

(d) Any financial statement, representation, warranty or certification made or furnished by Mortgagor or John D. Olson in any statement, document, letter or other writing or instrument furnished or delivered to Mortgagee pursuant to or in connection with any of the Loan Documents, or as an inducement to Creditor to enter into any of the Loan Documents, shall at any time prove to have been materially false, incorrect or incomplete when made or effective or reaffirmed, as the case may be.

(e) Mortgagor or John D. Olson shall suffer a final judgment or judgments for payment of money and shall not discharge the same within a period of thirty (30) days unless, pending further proceedings, execution has been effectively stayed or bonded against.

(f) A judgment creditor of Mortgagor or John D. Olson shall obtain possession of any material portion of the properties or assets of either of them by any means, including, without limitation, levy, distraint, replevin or self-help.

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(g) Mortgagor or John D. Olson shall institute a voluntary case seeking liquidation or reorganization under Chapter 7 or Chapters 11 or 13, respectively, of the United States Bankruptcy Code; or shall file a petition, answer or complaint or shall otherwise institute any similar proceeding under any other applicable federal or state law, or shall consent thereto; or shall apply for, or by consent or acquiescence there shall be an appointment of, a receiver, liquidator, sequestrator, trustee or other officer with similar powers, with respect to Mortgagor or John D. Olson; or shall make a general assignment for the benefit of creditors; or an involuntary case shall be commenced seeking the liquidation or reorganization of Mortgagor or John D. Olson under Chapter 7 or Chapters 11 or 13, respectively of the United States Bankruptcy Code or any similar proceeding shall be commenced against either Mortgagor or John D. Olson under any other applicable federal or state law.

(h) Mortgagor or John D. Olson shall generally fail to pay, or admit in writing his inability to pay, his debts as they become due.

(i) John D. Olson shall die or become incapacitated to the extent that his performance with the Mortgagor is materially affected.

(j) This Mortgage ceases to be the legally valid, binding and enforceable obligation of Mortgagor, or Mortgagor or any party claiming through Mortgagor contests, in any manner, such validity, binding nature or enforceability of this Mortgage, or any lien purposed to be created pursuant hereto is not or ceases to be a perfected, valid, binding and enforceable lien; or

(k) Mortgagor conveys, transfers, or assigns the Premises or any part thereof or any interest therein, whether by deed, contract for sale, lease with option to buy, or otherwise, without the prior written approval of Mortgagee; or

(l) Mortgagor further encumbers or alienates the Premises or any part thereof or any interest therein (except as otherwise permitted herein); or

(m) Mortgagor suffers his title or any interest therein to be divested, whether voluntarily or involuntarily; or

(n) Mortgagor causes or allows to occur, and to continue after any applicable grace periods, any event of default under any lease on the Premises; or

(o) A judgment or decree is entered against Mortgagor in any suit to condemn the Premises as being unfit for human use and occupancy or to abate as a nuisance activities or conditions found thereon or for the partition or sale of said Premises.

Upon the occurrence of any Default, the entire Indebtedness and all other Liabilities, together with interest thereon, shall, at the option of the Mortgagee, without demand or notice to Mortgagor or any other person, become and be immediately due and payable.

2. Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Notes or other Loan Documents, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or

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independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagee, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not limitation of, those provided by law or in the other Loan Documents.

3. Possession of Premises. The Mortgagor hereby waives all right to the possession, income, and rents of the Premises from and after the occurrence of any Default, and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to complete any construction in progress thereon at the expense of the Mortgagor, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of the Mortgagee in its sole discretion, to a reduction of such of the Liabilities in such order as the Mortgagee may elect. From and after the occurrence of any Default, the Mortgagee, either by itself or its agents or attorneys, is also hereby granted full and complete authority to enter upon the Premises, employ watchmen to protect the Goods and Improvements from depreciation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor hereunder.

4. Foreclosure. Upon the occurrence of any Default, the Mortgagee shall also have the right immediately to foreclose this Mortgage. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Premises, or any interest therein, as the Mortgagee may elect, until all of the Premises and interests therein have been foreclosed against and sold. As part of the foreclosure, Mortgagee, in its discretion, may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Premises, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the purchaser or purchasers the property so sold, in the manner and form as provided by applicable law, and Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, or by any other lawful manner, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagee.

5. Receiver. Upon the occurrence of any Default, in any action to foreclose the Mortgage or upon the actual or threatened waste to any of the Premises, or any portions thereof, and without notice to the Mortgagor, or to any party claiming under the Mortgagor, and without regard to the solvency or insolvency at the time of such application of any person then

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liable for the payment of any of the Liabilities, without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without regarding any bond from the complainant in such proceedings, the Mortgagee shall be entitled to have a receiver appointed for the benefit of the Mortgagee, with such powers as the court making the appointment may confer, including, but not limited to, power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Rents prior to the filing of a foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption and the Mortgagor hereby irrevocably consents to such appointment. The court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Liabilities, including, without limitation, the following, in such order of application as the Mortgagee may elect: (i) amounts due upon the Note, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) costs and expenses of foreclosure and litigation upon the Premises, (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Premises that may be or become superior to the lien of this Mortgage or of any decree foreclosing the same and (vi) all monies advanced by the Mortgagee to cure or attempt to cure any default by the Mortgagor in the performance of any obligation or condition contained in this Mortgage or otherwise, to protect the security hereof or provided herein, with interest at the rate specified in the Fixed Assets Note for interest after maturity. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor, or the court, upon reasonable request.

6. Purchase by Mortgagee. In the case of any sale of the Premises pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Notes and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt.

7. Remedies for Leases and Rents. If any Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage, and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien

hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and power contained herein at any and all times after any Default without notice to the Mortgagor or any other person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of the Indebtedness or the Liabilities as described herein.

8. Personal Property. Whenever there exists a Default hereunder, the Mortgagee may exercise from time to time any rights and remedies available to it under applicable law upon default in payment of the Indebtedness. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Collateral and make it available to the Mortgagee at such place or places, reasonably convenient for both the Mortgagee and the Mortgagor, as the Mortgagee shall designate. Any notification required by law of intended disposition by the Mortgagor of any of the Collateral shall be deemed reasonably and properly given if given at least five (5) days before such disposition. Without limiting the foregoing, whenever there exists a Default hereunder, the Mortgagee may, with respect to so much of the Collateral as is personal property under applicable law, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind, (i) notify any person obligated on the Collateral to perform directly for the Mortgagee its obligations thereunder, (ii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (iii) endorse any checks, drafts, or other writings in the name of the Mortgagor to allow collection of the Collateral, (iv) take control of any proceeds of the Collateral, (v) enter upon any premises where any of the Collateral may be located and take possession of and remove such Collateral, (vi) sell any or all of the Collateral in one lot as an entirety, or in separate lots as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law, free of all rights and claims of the Mortgagor therein and thereto, at any public or private sale, and (vii) bid for and purchase any or all of the Collateral at any such sale. Any proceeds of any disposition by the Mortgagee of any of the Collateral may be applied by the Mortgagee to the payment of expenses in connection with the Collateral, including attorneys' fees and

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legal expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of such of the Liabilities and in such order of application as the Mortgagee may from time to time elect. The Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it. The Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest, and notice of protest in connection with the Notes and, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby constitutes the Mortgagee its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Default and, as the Mortgagee, in its sole discretion, deems necessary or proper, to execute and deliver all instruments required of the Mortgagor to accomplish the disposition of the Collateral or to otherwise deal with the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding. This power of attorney shall not be affected by the disability of the Borrower or any of its general partners.

9. No Liability of Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any of the Leases or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder, except liabilities, losses or damages resulting from the gross negligence or willful misconduct of Mortgagee; and any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible for liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. Except for liability for gross negligence or willful misconduct, no liability shall be enforced or asserted against the Mortgagee in its exercise of the powers herein granted to it, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees, except liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Mortgagee.

III. GENERAL

1. Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other person (except any person expressly released in writing by the Mortgagee) for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may, at any time and from time to time, without notice to or the consent of any person: release any person liable for the payment or performance of any of the Liabilities; extend the time for, or

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agree to alter the terms of payment of, any indebtedness under the Note, or any of the Liabilities; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind; release any Collateral or other property securing any or all of the Liabilities; make releases of any portion of the Premises; consent to the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right the Mortgagee may have.

2. Legal Expenses. The Mortgagor agrees to indemnify the Mortgagee from all loss, damage and expense, including attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party for the purpose of protecting the lien or priority of this Mortgage.

3. Security Agreement. This Mortgage, to the extent that it conveys or otherwise deals with personal property or items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the State of Illinois.

4. Release. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument or reconveyance or release shall, in due course, be made by the Mortgagee to the Mortgagor at the Mortgagor's expense.

5. Notices. Each notice, demand or other communication in connection with this Mortgage shall be in writing and shall be deemed to be given to and served upon the addressee thereof (i) upon actual delivery to such addressee at its address set out below, or (ii) on the third business day after the deposit thereof in the United States mail, certified mail or registered mail, first-class postage prepaid, addressed to such addressee at its address set out above, or (iii) the second business day after acceptance by Federal Express or any other nationally recognized air courier issuing receipts.

Notice as herein required shall be deemed sufficiently given if addressed to the parties hereto as follows:

If to Mortgagor:

Olson-Connecticut, Inc. (to be known as
Central Die Casting and Manufacturing Company)
2935 W. 47th Street
Chicago, Illinois

With copy to:

Michael L. Weissman, Esq.
Weissman, Smolev & Pond
Suite 600
Two North LaSalle Street
Chicago, Illinois 60602

If to Mortgagee:

Central Die Casting and Manufacturing Company
P.O. Box 360
Fort Wayne, Indiana 46801

With copies to:

Tokheim Corporation

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1600 Wabash Avenue
P.O. Box 360
Fort Wayne, Indiana 46801

Attention: Mr. J. E. Overmyer, President

Baker & Daniels & Shoaff
2400 Fort Wayne National Bank Building
P.O. Box 12709
Fort Wayne, Indiana 46864

Attention: Thomas M. Shoaff, Esq.

By notice complying with this Section, any party may from time to time designate a different address as its address for the purpose of the receipt of notices hereunder.

6. Successors; The Mortgagor; Gender. All provisions hereof shall inure to the benefit of and bind the parties and their respective successors, vendees, and assigns. The word "Mortgagor" shall include all persons claiming under or through the Mortgagor and all persons liable for the payment or performance of any of the Liabilities whether or not such persons shall have executed the Notes or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

7. Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

8. No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding, (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason or arising out of this Mortgage and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

9. No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No amendment, waiver or supplement in any way affecting this Mortgage shall in any event be effective unless set out in a writing signed by the Mortgagee.

10. Governing Law. This Mortgage shall be construed in accordance with and governed by the laws of the State of Illinois, provided that the Notes shall be construed in accordance with and governed by the laws of the State of Indiana. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition

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that he did so sign the same in the name and on behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; and that he was duly authorized thereunto by the Board of Directors of said corporation.

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

Julia E. Harber
Julia E. Harber Notary Public
(Printed Signature)
County of Residence: Allen

My Commission Expires:
October 22, 1989

This instrument prepared by DAVID A. SCOTT, , Attorney at Law,
Baker & Daniels & Shoaff, 2400 Fort Wayne National Bank Building,
Post Office Box 12709, Fort Wayne, Indiana 46864.

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EXHIBIT A

PARCEL 1

The East 133.12 feet of the West 245 feet of the North 616 feet of the East 1244 feet of the North 1/2 of the North West 1/4 of Section 12, Township 38 North, Range 13 East of the third principal meridian (except the North 33 feet thereof used and occupied as the South 33 feet of West 47th Street) also (except the East 33 feet thereof used as the West 33 feet of South Richmond Street a private street) also (except the South 10 feet thereof used as the North 10 feet for a private alley) in Cook County, Illinois

PARCEL 2

The East 15.94 feet of the West 111.88 feet of the North 616 feet of the East 1244 feet of the North 1/2 of the North West 1/4 of Section 12, Township 38 North, Range 13 East of the third principal meridian (except the North 33 feet used and occupied as the South 33 feet of the West 47th Street) also (except the South 10 feet thereof used as the North 10 feet of a private alley) in Cook County, Illinois.

ADDRESS: 2935 W. 77TH ST.
CHICAGO IL 60632

P.I.N. 19-12-101-016-0000

BOOK 833-66

Mail to: Weissman, Smolen & Solow
2 N. LaSalle St., Ste. 600
Chicago, Ill. 60602

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