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3 8 3 BOX 333-TH

Property Address: 300 East Ohio Street, Chicago, Illinois
Permanent Real Estate Tax Index Number: See Exhibit B

PREPARED BY: Freeman, Cohen & Kasanov
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

RETURN TO: Freeman, Cohen & Kasanov
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

8400

F/C 88-37 7/16/88 7/7/88 7/14/88 7/18/88 7/22/88 8837X3EX.806

MORTGAGE

THIS INDENTURE, made this 26th day of July, 19 88, by and between LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated February 11, 1973, and known as Trust No. 43642 (hereinafter referred to as "Mortgagor") and ENTERPRISE SAVINGS BANK (hereinafter referred to as "Mortgagee"):

WITNESSETH:

A. Mortgagor has executed and delivered to Mortgagee a PROMISSORY NOTE (a true copy of which is attached hereto as Exhibit "A") in the principal amount of NINE MILLION DOLLARS (\$9,000,000.00), (which PROMISSORY NOTE, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified or extended, is hereinafter sometimes called the "Note"), which Note provides, among other things, for final payment of principal and interest (whether Loan Rate Interest, Deferred Interest or interest at the Default Rate, all as set forth in the Note) under the Note, if not sooner paid or payable as provided therein, to be due on August 1, 1991 (unless extended as provided in the Note), the Note by this reference thereto being incorporated herein; and

B. Mortgagee is desirous of securing the prompt payment of the Note together with interest and prepayment fees, if any, thereon in accordance with

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the terms of the Note, and any additional indebtedness accruing to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee pursuant to the Note or this Mortgage and any additional sums with interest thereon which may be loaned to Mortgagor by Mortgagee or advanced under the Loan Documents (as hereinafter defined) (all hereinafter sometimes collectively referred to as the "indebtedness").

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

Granting Clauses

1. Mortgagor hereby irrevocably and absolutely does by these presents grant, mortgage, convey, transfer, assign, bargain, and sell to Mortgagee, its successors and assigns, with all powers of sale (if any) and all statutory rights under the laws of the State of Illinois, all of Mortgagors present and hereafter acquired estate, right, title and interest in, to and under, and grants to Mortgagee a security interest in, the following:

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

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages,

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hereditaments and appurtenances and other rights and privileges thereunto belonging or in any wise appertaining, whether now or in the future, and all the rents, issues and profits therefrom;

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

(d) All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the said Premises, or any part thereof, or used or usable in connection with any construction on or any present or future operation of said Premises, now owned or hereafter acquired by Mortgagor, including, but without limitation of the generality of the foregoing: all trucks, cars and other vehicles; vehicle parts, accessories and maintenance equipment; telephones and telephone equipment; engines, furnaces, boilers, stokers, pumps, tanks, heaters, oil burners, dynamos, generators, motors, switchboards, ranges, refrigerators, dishwashers, furniture, furnishings; radio and all public address systems; television sets; linens, silverware, glassware, cutlery, china, rugs, mats, carpets, awnings, shades, screens and blinds, vinyl composition and other floor, wall and ceiling coverings; partitions and doors; hardware, electrical wiring and equipment; projection equipment, heating, plumbing, washroom, toilet and lavatory fixtures and equipment; washing machines and laundry apparatus; kitchen, dining room, restaurant, bar and workshop furniture and furnishings, tools, utensils and equipment; lifting, ventilating and

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incinerating apparatus; sprinkler and other fire extinguishing and fire prevention apparatus or systems; air-cooling and air-conditioning apparatus; gas, electric and stem fixtures; elevators, conveyors, escalators, hoists, fittings, radiators, chutes, ducts; machinery, snow removal, landscaping, gardening sweeping, vacuuming and other cleaning and maintenance equipment; wastepaper baskets, tools, building supplies, lobby decorations, parking equipment, outdoor furniture, swimming pool and all beds, room furniture and furnishings, blankets, bedspreads, towels, washcloths, pillows, draperies, curtains, uniforms; all consumable supplies, including food and beverages (including liquor), inventories (including open bottles of beverages), office, cleaning, engineering, laundry and valet supplies; banquet and food service decorations; menus, advertising and promotional materials, printing and stationery; guest supplies (including stationery, soap, matches, light bulbs and toilet and facial tissues), maintenance and housekeeping supplies; and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation; and all fixtures, apparatus, equipment and articles which relate to the use, occupancy, and enjoyment of the Premises; and all additions to the foregoing, replacements of the foregoing and substitutions of the foregoing, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned; and

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Premises as a result of (1) the exercise of the

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right of eminent domain, or (2) the alteration of the grade of any street, or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

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

THIS MORTGAGE IS GIVEN TO SECURE:

(1) Payment of the indebtedness;

(2) Payment of such additional sums with interest thereon which may hereafter be loaned to Mortgagor by Mortgagee or advanced under the Loan Documents, even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Note (provided, however, that the indebtedness secured hereby shall in no event exceed an amount equal to three hundred percent (300%) of the face amount of the Note); and

(3) The due, prompt and complete performance of each and every covenant, condition and agreement contained in this Mortgage, the Note, and every other agreement, document and instrument to which reference is expressly made in this Mortgage or which at any time evidences or secures the indebtedness

evidenced by the Note (this Mortgage, the Note and all such other instruments are hereinafter sometimes collectively referred to as the "Loan Documents").

Maintenance, Repair and Restoration of
Improvements, Payment of Prior Liens, etc.

2A. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed, such buildings or improvements to be of at least equal value and substantially the same character as prior to such damage or destruction; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien (except the lien of current general taxes duly levied and assessed but not yet due and payable and other liens described in the ALTA loan policy which insures the lien hereof; (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises (no such lien, except for current general taxes duly levied and assessed but not yet payable and the Lien of the First Mortgage, to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law (including, without limitation, pollution control and environmental protection laws), ordinance or other governmental regulation in effect from time to time affecting the Premises and the use thereof, and covenants, easements and restrictions of record with respect to the Premises and the use thereof; (f) make no alteration in said Premises the cost of which will exceed \$100,000.00 excluding replacement of personal property constituting "collateral" permitted under paragraph 31; (g) suffer or permit no change in

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the general nature of the occupancy of the Premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification or variance without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of said Note.

Right of Contest

2B. Notwithstanding the foregoing prohibition against mechanics' liens against the Premises, Mortgagor may in good faith and with diligence contest the validity or amount of any mechanics' lien and defer payment and discharge thereof during the pendency of such contest, provided; (i) that at the time that Mortgagor receives notice of said mechanics' lien, Mortgagor is not in default hereunder (ii) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such mechanics' lien; (iii) that, within ten (10) days after Mortgagor has been notified of the filing of such mechanics' lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such mechanics' lien; and (iv) that Mortgagor shall have obtained a title insurance endorsement over such mechanics' lien from the title insurance company that has insured the lien of this Mortgage insuring Mortgagee against loss or damage by reason of the existence of such mechanics' lien or Mortgagor shall have deposited or caused to be deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which will be sufficient in the judgment of Mortgagee to pay in full such mechanics' lien and all interest which might become due thereon and all other fees, costs and expenses incurred by Mortgagee in respect to any such

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mechanics' lien, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest, fees, costs and expenses whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest and need not be kept separate and apart from other funds of Mortgagee. In case Mortgagor shall fail to maintain or cause to be maintained sufficient funds on deposit as hereinabove provided, shall fail to prosecute such contest or cause such contest to be prosecuted with reasonable diligence or shall fail to pay or cause to be paid the amount of the mechanics' lien plus any interest finally determined to be due upon the conclusion of such contest, Mortgagee may, at its option, apply the money so deposited in payment of or in account of such mechanics' lien, or that part thereof then unpaid, together with all interest therein. If the amount of money so deposited shall be insufficient for the payment in full of such mechanics' lien, together with all interest thereon and other fees, costs and expenses incurred by Mortgagee in respect to any such mechanics' lien, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make payment in full. In the event the contest of the mechanics' lien claim is ultimately resolved in favor of the claimant, Mortgagee shall apply the money so deposited in full payment of such mechanics' lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made. Any surplus remaining in the control of Mortgagee shall be paid to Mortgagor, provided Mortgagor is not then in default hereunder. This paragraph 2B shall be inoperative to the extent that the Landlord under the Ground Lease and the

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holder of the First Mortgage do not permit mechanic's liens to be contested in the manner provided for herein.

Payment of Taxes

3A. Mortgagor shall pay before any penalty or interest attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

Right of Contest Lien and Taxes

3B. Notwithstanding anything contained herein to the contrary, Mortgagor may in good faith and with diligence contest the validity or amount of any tax lien and defer payment and discharge thereof during the pendency of such contest, provided; (i) that Mortgagor is not in default hereunder; (ii) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such tax lien; (iii) within ten (10) days after Mortgagor has received its tax bill, but in no event later than twenty (20) days before said taxes are due and payable, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such taxes; and (iv) that Mortgagor shall have obtained a title insurance endorsement over such tax lien from the title insurance company that has insured the lien of this Mortgage insuring Mortgagee against loss or damage by reason of the existence of such tax lien or Mortgagor shall have deposited or caused to be deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which will be sufficient in the reasonable judgment of Mortgagee to pay

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in full such tax lien and all interest which might become due thereon and all other fees, costs and expenses incurred by Mortgagee in respect to any such tax lien, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest, fees, costs and expenses whenever, in the reasonable judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest and need not be kept separate and apart from other funds of Mortgagee.

In case Mortgagor shall fail to maintain or cause to be maintained sufficient funds on deposit as hereinabove provided, shall fail to prosecute such contest or cause such contest to be prosecuted with reasonable diligence or shall fail to pay or cause to be paid the amount of the tax lien plus any interest finally determined to be due upon the conclusion of such contest, Mortgagee may, at its option, apply the money so deposited in payment of or in account of such tax lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such tax lien, together with all interest thereon and other fees, costs and expenses incurred by Mortgagee in respect to any such tax lien, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make payment in full. In the event the contest of the tax lien claim is ultimately resolved in favor of the claimant, Mortgagee shall apply the money so deposited in full payment of such tax lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made. Any surplus remaining in the control of Mortgagee including interest earned shall be paid to Mortgagor, provided

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Mortgagor is not then in default hereunder. This paragraph 3B shall be inoperative to the extent that the Landlord under the Ground Lease and the holder of the First Mortgage do not permit tax liens to be contested in the manner provided for herein.

Tax Deposits

4. Except to the extent that such deposits are being made to the mortgagee under the First Mortgage or to the lessor under the Ground Lease, Mortgagor covenants and agrees to deposit with such depository as the Mortgagee from time to time may in writing appoint, and in the absence of such appointment, then at the office of Enterprise Savings Bank in Chicago, commencing on the date of disbursement of the loan secured hereby and on the first day of each month following the month in which said disbursement occurred until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth (1/12th) of the last total annual taxes and assessments for the last ascertainable year (general and special) on said Premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed or to be constructed, in which event the amount of such deposits shall be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said Premises next due and payable when they become due. Upon demand by such depository, Mortgagor shall deliver and pay over to such depository from time to time such additional sums or such additional security as are necessary to make up any deficiency in the amount necessary to enable such depository to fully pay any of the items hereinabove mentioned as they become payable. If the funds so

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deposited exceed the amount required to pay such items hereinabove mentioned for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee or such depository.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not covered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 4 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

Mortgagee's Interest In and Use of Deposits

5. In the event of a default in any of the provisions contained in this Mortgage or the Note secured hereby or any of the other Loan Documents which has not been cured within any applicable cure period, the Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to Paragraphs 4 and 7 hereof, on any of Mortgagor's obligations herein or in said Note or any of the other Loan Documents contained, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises. A security interest within the meaning of the Illinois Uniform Commercial Code is hereby granted to the Mortgagee in and to any monies at any time on deposit pursuant to Paragraphs 4 and 7 hereof and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all as

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additional security for the indebtedness hereunder and shall in the absence of default hereunder be applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that neither the Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and assessments and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee or said depository in writing to make application of such funds to the payment of the particular taxes and assessments and insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes and assessments and insurance premiums. Neither Mortgagee nor any depository hereunder shall be liable for any act or omission taken in good faith or pursuant to the instruction of any party but only for its gross negligence or willful misconduct.

Insurance

6. Until the indebtedness secured hereby is fully paid, all buildings and improvements upon the Premises and all fixtures, equipment and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by Mortgagee. All insurance shall be written in policies and by insurance companies approved by Mortgagee. All policies of insurance and renewals thereof shall contain standard noncontributory mortgagee clauses or loss payable clauses to the Mortgagee or naming the Mortgagee as an additional insured and shall provide for at least 30 days prior written notice of cancellation to Mortgagee as well as a waiver of subrogation endorsement, all as required by the Mortgagee and

in form and content acceptable to Mortgagee. At Mortgagee's option all policies shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of old policies and shall be held by Mortgagee until all sums hereby secured are fully paid. Upon request by Mortgagee, Mortgagor shall furnish Mortgagee evidence of the replacement cost of the Premises. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the indebtedness secured hereby, complete title to all policies held by Mortgagee and to all prepaid or unearned premiums thereon shall pass to and vest in the purchaser or grantee. Mortgagee shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

Without in any way limiting the generality of the foregoing, Mortgagor covenants and agrees to maintain insurance coverage on the Premises to include:

(i) All risk coverage insurance (including vandalism and malicious mischief) for an amount equal to not less than ninety percent (90%) of the full replacement cost of the improvements and fixtures located on the Premises, written on a replacement cost basis and with a replacement cost endorsement (without depreciation) and an agreed amount endorsement pertaining to the co-insurance clause. If at any time a dispute arises with respect to replacement cost, Mortgagor agrees to provide at Mortgagor's expense, an insurance appraisal prepared by an insurance appraiser approved by Mortgagee, establishing the full replacement cost in a manner satisfactory to the insurance carrier.

(ii) Rent loss or business interruption insurance insuring against

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loss arising out of the perils insured against in the policy or policies referred to in Subsection (i) above, in an amount equal to not less than one year's gross revenue from the premises for twelve months from the operation and rental of all improvements now or hereafter forming part of the Premises, based upon one hundred percent (100%) occupancy of such improvements, less any allocable charges and expenses which do not continue during the period of restoration.

(iii) Comprehensive general public liability and property damage insurance with a broad form coverage endorsement for an amount as reasonably required from time to time by the Mortgagee but not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit for claims arising from any accident or occurrence in or upon the Premises.

(iv) Flood insurance whenever in the opinion of Mortgagee such protection is necessary and is available.

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

(vi) Such other insurance that may be required from time to time by Mortgagee.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

Insurance Premium Deposits

7. Except to the extent that such deposits are being made with the mortgagee under the First Mortgage or with the lessor under the Ground Lease, it is further covenanted and agreed that for the purpose of providing funds with which to pay the premiums as the same become due on the policies of insurance as herein covenanted to be furnished by the Mortgagor, Mortgagor shall deposit with Mortgagee or the depository referred to in paragraph 4 hereof on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurred, an amount equal to the premiums that will next become due and payable on such policies less any amount then on deposit with the Mortgagee or such depository, divided by the number of months to elapse prior to the date when such premiums become delinquent. No interest shall be allowed to Mortgagor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart from any other funds of the Mortgagee or such depository.

Adjustment of Losses with Insurer and Application of Proceeds of Insurance

8. In case of loss or damage by fire or other casualty, Mortgagee is authorized: (a) with Mortgagor, to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. Provided that the insurers do not deny liability as to the insured, such insurance proceeds after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the rebuilding or restoration of the buildings

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and improvements on the Premises in accordance with the terms of the Ground Lease (as defined in paragraph 35 hereof). If the insurers deny liability as to the insured, such insurance proceeds may, at the option of the Mortgagee, be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on said Premises. In any event, the buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the cost of rebuilding, repairing or restoring the buildings and improvements can reasonably exceed the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of said rebuilding or restoration, any surplus of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto and under the conditions that the Mortgagee may require.

Stamp Tax

9. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note secured hereby.

Observance of Lease Assignment

10. As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagor, as landlord, has assigned to the Mortgagee all of its right, title and interest as landlord in and to all leases of the Premises, and the rents, issues and profits therefrom.

All future leases of the Premises are subject to the approval of the Mortgagee as to form, content and tenants, and without limiting the generality of the foregoing, Mortgagor will not, without Mortgagee's prior written consent, make any lease of the Premises. Any permitted lease shall require actual occupancy by the lessee thereunder.

Mortgagor will not, without Mortgagee's prior written consent: (i) execute an assignment or pledge of any rents of the Premises and/or any leases of the Premises; or (ii) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment.

Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the lessees to be kept and performed, but Mortgagor shall not modify or amend any such lease to reduce the rent reserved therein or to decrease the term thereof or to modify or negate any substantial term thereof, cancel, terminate except in event of default or accept surrender of any lease without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; (iii) appear in and defend any action or

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proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of landlord or of the lessees thereunder; (iv) transfer and assign to Mortgagee upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all lessees, terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the lessee under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay unless Mortgagee obtains possession or ownership of the Premises.

Mortgagor will not permit any lease of the Premises or any part thereof to become subordinate to any lien other than the lien hereof and lien of the First Mortgage.

In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee under each lease of the Premises shall, at the option of the Mortgagee, attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such

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successor in interest as landlord under such lease without change in the terms or other provisions thereof, provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

Mortgagee shall have the option to declare this Mortgage in default because of a default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents and Leases executed pursuant to this Paragraph 10 or otherwise shall constitute a default hereunder on account of which the whole of the indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable without notice to the Mortgagor.

As used in this paragraph 10 the term "lease" shall not include the renting, in the ordinary course of business, of rooms in the Premises to hotel guests.

Effect of Extensions of Time

11. If the payment of said indebtedness, or any part thereof, be extended or varied, or if any part of any security for the payment of the indebtedness be released, or if any person or entity liable for the payment of the indebtedness be released, or if the Mortgagee takes other or additional security for the payment of the indebtedness, or if the Mortgagee waives or fails to exercise any right granted herein, or in the Note secured hereby, or in any other instrument given to secure the payment hereof, all persons now or

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at any time hereafter liable for the payment of the indebtedness, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

Effect of Changes in Laws Regarding Taxation

12. In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holders thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

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Mortgagee's Performance of Defaulted Acts

13. In case of default herein, Mortgagee may, but need not, and whether electing to declare the whole of the indebtedness due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraphs 9 and 12 hereof or to protect the Premises or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the Default Rate of interest set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

Mortgagee's Reliance on Tax Bills, Etc.

14. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) relating to insurance premiums, may do so according to any bill or statement

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procured from the appropriate company without inquiry into the accuracy of such bill or statement; or (c) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

Acceleration of Indebtedness in Case of Default

15. If: (a) default be made in the due and punctual payment of the Note secured hereby, or any payment of principal or interest due in accordance with the terms thereof; or (b) any of the following events shall occur: (i) the entry of a decree or order for relief by a court having jurisdiction in respect of the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby, in any involuntary case under the Federal Bankruptcy Laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby or any substantial part of the property of any such person or entity, or for the winding up or liquidation of the affairs of any such person or entity and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or (ii) the commencement by the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby or of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or any other similar laws or the consent by any such person or entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar

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official) of the Mortgagor, the beneficiary or beneficiaries thereof or any guarantor of the Note secured hereby or of any substantial part of the property of any such person or entity or the making by any such person or entity of an assignment for the benefit of creditors or the failure of any such person or entity generally to pay the debts of any such person or entity as such debts become due, or the taking of action by any such person or entity in furtherance of any of the foregoing; (iii) the death of any guarantor of the Note secured hereby unless a beneficiary or beneficiaries of the decedent having a net worth or an aggregate net worth, as the case may be, greater than the net worth of the decedent upon the date hereof shall become liable by assumption under the guaranty within 5 days of the appointment of the executor; or (c) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Mortgagor; or (d) default, which is not cured within any applicable cure period, shall be made in the due observance or performance of any of the covenants, agreements or conditions contained and required to be kept or observed by Mortgagor or its beneficiary or beneficiaries in any other instrument given to secure the payment of the Note secured hereby; or (e) any warranty, representation, certification, financial statement, or other information furnished or to be furnished by or on behalf of Mortgagor or any guarantor of the Note to Mortgagee to induce Mortgagee to loan the money evidenced by the Note proves to have been materially inaccurate or false in any material respect when made, then and in every such case the whole of the indebtedness hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor. If, while any

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insurance proceeds or condemnation awards are being held by the Mortgagee to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth in Paragraphs 8 or 21 hereof, the Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by it over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

Foreclosure: Expenses of Litigation

16. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of said Premises and the maintenance

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of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, said Note or said Premises, including appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate of interest as set forth in the Note and shall be secured by this Mortgage.

Application of Proceeds of Foreclosure Sale

17. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which may, under the terms hereof or of the Note or under any other instrument given to secure the Note, constitute indebtedness additional to that evidenced by the Note, with interest thereon as herein or therein provided and all principal and interest and other sums (including prepayment premiums) remaining unpaid on the Note; and third, any surplus to any party entitled thereto as their rights may appear.

Appointment of Receiver

18. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee hereunder or any holder of the Note may be

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appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

Rights Cumulative

19. Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or

remedy, or be construed to be a waiver of any default or acquiescence therein.

Mortgagee's Right of Inspection

20. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

Condemnation

21. In the event that a portion of the Premises is taken or damaged under the power of eminent domain or by condemnation and provided that the Premises require rebuilding or restoration, any award, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the rebuilding of the Premises in accordance with the terms of the Ground Lease. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

Release Upon Payment and Discharge of Mortgagor's Obligations

22. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby including any prepayment charges provided for herein or in the Note secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

Giving of Notice

23. All notices required or permitted under this instrument shall be in writing and shall be either by: (i) hand delivery to the address for notices; (ii) delivery by overnight courier service to the address for notices; (iii) by certified mail, return receipt requested, addressed to the address for

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notices by United States Mail, postage prepaid. All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the address for notices; (ii) one day after the deposit of such notice with an overnight courier service addressed to the address for notices; or (iii) three (3) days after depositing the notice in the United States Mail as set forth in (iii) above.

All notices shall be addressed to the following addresses:

Mortgagor: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603

With a copy to: Ira Kipnis
919 North Michigan Avenue
Chicago, Illinois 60611

Mortgagee: Enterprise Savings Bank
200 South Wacker Drive
Chicago, Illinois 60606-0900

With a copy to: Freeman, Cohen & Kasanov
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

Waiver of Defense

24. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

Waiver of Statutory Rights

25. Mortgagor shall not, and will not, apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the

benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

Furnishing of Financial
Statements to Mortgagee

26. Mortgagor covenants and agrees that it (or its beneficiary if the owner of the Premises is a trustee) will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either:

(a) In accordance with generally accepted accounting practices consistently applied; or

(b) In accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

Mortgagor covenants and agrees to furnish, or cause to be furnished to the Mortgagee, annually, within ninety (90) days of the end of each fiscal year of the Mortgagor (or its beneficiary if the owner of the Premises is a

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trustee) a copy of an audit of the operations of the improvements on the Premises, prepared by a Certified Public Accountant satisfactory to the Mortgagee of recognized standing in the accounting profession, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. The accountant's certificate to the audit report shall be unqualified and shall certify that in substance the accountant examined, in accordance with generally accepted auditing standards such records of Mortgagor (or its beneficiary if the owner of the Premises is a trustee) as deemed necessary for such certification and that those statements are in accordance with generally accepted and sound accounting principles applied on a consistent basis; or such certificate may be qualified to the extent that:

- (i) The audit report is not in accordance with generally accepted accounting principles because the audit report is on a cash basis or other recognized comprehensive basis of accounting; and/or
- (ii) There are significant uncertainties affecting the audit report, to the extent that such uncertainties exist and are described in such report.

Mortgagor agrees to deliver to Mortgagee, at the time that those statements are delivered to the Landlord under the Ground Lease, the financial statements required under Section 4.3.4 and 4.3.5 of the Ground Lease.

If Mortgagor omits to prepare and deliver promptly any report required by this Paragraph 26, the Mortgagee may elect, in addition to exercising any remedy for an event of default as provided for in this Mortgage, to make an audit of all books and records of Mortgagor (or its beneficiary if the owner of the Premises is a trustee) including its bank accounts which in any way pertain to the Premises and to prepare the statement or statements which

Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by the Mortgages. Mortgagor shall pay all expenses of the audit and other services, which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the Default Rate of interest as set forth in the Note and shall be secured by this Mortgage.

Filing and Recording Fees

27. Mortgagor will pay all filing, registration or recording fees and all expenses incident to the execution and acknowledgement of this Mortgage and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Mortgage.

Business Purpose

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

Exculpatory

29. This Mortgage is executed by LaSalle National Bank, not personally, but as Trustee as aforesaid in the exercise of the power and authority

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conferred upon and vested in it as such Trustee (and said LaSalle National Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on LaSalle National Bank personally to pay the Note 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 liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right of security hereunder, and that so far as LaSalle National Bank personally is concerned the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to any or all of the following for the payment thereof: (a) to the Premises hereby conveyed by the enforcement of the lien hereby created, in the manner herein and in said Note provided; (b) to any other security given to secure the payment of said Note; and (c) to the personal liability of each guarantor (if any) of the payment of the Note and the performance of the Mortgagor hereunder.

Miscellaneous

30. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor (but this clause shall not be construed as constituting the consent by Mortgagee to the transfer of any interest in the Premises), and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed said Note or this Mortgage.

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The word "Mortgagee", when used herein, shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

In the event one or more of the provisions contained in this Mortgage or the Note secured hereby, or in any other security documents given to secure the payment of the Note secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and of all other documents evidencing or securing the indebtedness shall be construed in accordance with the laws of the State of Illinois.

Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Premises (excluding the Premises demised under the Corridor Lease (as defined in the Ground Lease)) as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph shall be

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void.

Mortgagor, on written request of the Mortgagee, will furnish a signed statement of the amount of the indebtedness secured hereby and whether or not any default then exists hereunder and specifying the nature of such default.

The Note secured hereby requires the payment of a late charge in the event any payment due thereunder and/or any escrow fund payment for taxes and insurance due hereunder shall become overdue for a period in excess of fifteen (15) days. Said Note requires the payment to the Mortgagee of a late charge of four cents (\$.04) for each dollar so overdue to defray part of the cost of collection. Said late charge shall be secured hereby as indebtedness, as that term is used herein.

Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Premises. The failure to join any such tenant or tenants as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by the Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the Office of the

Recorder of Deeds or Registrar of Titles in and for the county wherein the Premises are situated, of a unilateral declaration to that effect.

In the event that maturity of the indebtedness is accelerated by Mortgagee because of default hereunder, a tender of payment is made by or on behalf of Mortgagor in the amount necessary to satisfy such indebtedness at any time prior to judicial confirmation of a foreclosure sale, such tender shall constitute a prepayment under the Note and shall require payment of the prepayment premium provided for in the Note and shall be treated as a prepayment thereunder.

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

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

Mortgagor shall exert its best efforts to include a "no lien" provision in any property management agreement hereafter entered into by Mortgagor or its beneficiary with a property manager for the Premises, whereby the property manager waives and releases any and all mechanics' lien rights that he, or anyone claiming through or under him, may have pursuant to Ill. Rev. Stat., ch. 82, par. 1. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Mortgagee's request, be recorded with the Recorder of Deeds of Cook County, Illinois, as appropriate.

Security Agreement

31. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter in this paragraph referred to as the "Code") with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 8 and 21 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises", which property may not be deemed to form a part of the real estate described in Exhibit "B" or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral", and

that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee and the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof. In the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have the option of proceeding with respect to the Collateral in accordance with (to) rights and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that, in the event the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, five (5) days' notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. The Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value to that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby and so that the security interest of the Mortgagee shall, except as hereinafter set forth, be first in priority, it being expressly understood and agreed that all replacements of the Collateral and any additions to the

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Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral, and all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, now is, except as hereinafter set forth, and will be free and clear of liens, encumbrances or security interest of others, except for a senior security interest to the holder of the First Mortgage and the Lessor under the Ground Lease and except for the Senior Security Agreements (as hereinafter defined). Mortgagor shall, upon demand, execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee, and will do all such acts and things as Mortgagee may at any time, or from time to time, reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Deposits and Collateral, subject to no liens, encumbrances or security interests of others, except to the holder of the First Mortgage and the Lessor under the Ground Lease and except for the Senior Security Agreements.

For the purpose hereof, the term "Senior Security Agreement" shall mean:

- (a) That certain Telephone System Agreement dated October 20, 1986 with Associated Business Telephone Systems Corp., a New Jersey corporation;
- (b) That certain Master Lease Agreement dated October 22, 1982 and September 29, 1983 with the Walter E. Heller and Company Trust No. 1; and
- (c) That certain Agreement dated June 16, 1981 with Spectradyne, Inc., a Texas corporation.

Each Senior Security Agreement has been assigned by the Beneficiary of

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the Mortgagor to Mortgagee to secure repayment of the Note. If the Beneficiary of Mortgagor shall be in default under any Senior Security Agreement, such default shall constitute a default under this Mortgage on account of which the whole of the indebtedness secured hereby shall, at once, at the option of the Mortgagee, become due and payable without notice to the Mortgagor; and Mortgagee may, but shall not be required to, cure any such default, and all monies advanced for that purpose, with interest thereon at the Default interest rate as set forth in the Note from the time of the advance of advances therefore shall, without demand or notice be immediately due and payable by Mortgagor to Mortgagee and shall be added to the indebtedness secured by this Mortgage.

This Mortgage also constitutes a financing statement for the purpose of Section 9-402 of the Code and shall constitute a "fixture filing" under such statutes and shall be filed in the real estate records of Cook County, Illinois.

(1) Name of Debtor: LaSalle National Bank as Trustee under Trust Agreement dated February 11, 1972, and known as Trust No. 43642

Debtor's Mailing Address: 135 South LaSalle Street
Chicago, Illinois 60603

Address of Property: 300 East Ohio Street
Chicago, Illinois

Name of Secured party: Enterprise Savings Bank

Address of Secured party: 200 South Wacker Drive
Chicago, Illinois 60606-5884

(2) This financing statement covers the Collateral.

(3) Some of the above goods are or are to become fixtures on the real

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property described herein. Mortgagor is the recorded owner of the real property described herein upon which the foregoing fixtures and other items and types of property are located.

Due on Sale or Further Encumbrance

32. Mortgagor covenants and agrees that Mortgagee, at its option, has the unqualified right to accelerate the maturity of the indebtedness evidenced by the Note and secured hereby causing the full principal balance and accrued interest under the Note, together with a prepayment premium in the amount, if any, required to be paid pursuant to the terms of the Note in the event of a prepayment at the time of such acceleration, to be immediately due and payable without notice to Mortgagor, in the event that:

(a) Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, further encumber or assign the legal or equitable title to all or any portion of the Premises, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing unless the transaction will be completed within 180 days and the indebtedness secured hereby shall be repaid upon such completion;

(b) The beneficiary of Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, assign or create a security interest in the beneficial interest, or any part thereof, in Mortgagor, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

(c) Any general partner of the beneficiary of Mortgagor or any shareholder of any corporation which is a general partner of the beneficiary of Mortgagor shall, without the prior written consent of the Mortgagee, sell, transfer, convey, assign or create a security interest in the partnership

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interest owned by any such general partner, or any part thereof, or sell, transfer, convey, assign or create a security interest in any of the shares owned by shareholders, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

(d) Mortgagor shall, without the prior written consent of Mortgagee, directly or indirectly, create, suffer or permit to be created or filed against the Premises, or any portion thereof, or against the rents, issues or profits therefrom (including, without limitation, any lien arising with respect to the payment of taxes, assessments and other charges described in Paragraph 2 above), any mortgage lien, security interest, or other lien or encumbrance, except the lien of current general taxes duly levied and assessed but not yet due and payable and the lien of this Mortgage.

The foregoing provisions of this Paragraph 32 are for the purpose of:

- (a) protecting Mortgagee's security, both of repayment of the indebtedness secured hereby and the value of the Premises;
- (b) giving the Mortgagee the full benefit of its bargain with the beneficiaries of Mortgagor;
- (c) allowing the Mortgagee to raise the interest rate and collect assumption fees; and
- (d) keeping the Premises and the beneficial interest in Mortgagor free of subordinate financing liens or security interests.

33. Environmental Matters; Notice; Indemnity.

(a) Mortgagor will not, and Mortgagor's beneficiary will not, knowingly install, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises, nor knowingly transport to or from the Premises, any Hazardous Substance (as defined below)

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nor knowingly allow any other person or entity to do so except under conditions permitted by applicable laws, regulations and ordinances.

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

(c) Mortgagor or Mortgagor's beneficiary will give prompt written notice to Mortgagee of:

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

(2) all claims made or threatened by any individual or entity against Mortgagor or Mortgagor's beneficiary or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(3) the receipt by Mortgagor or Mortgagor's beneficiary of notice of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which notice indicates that the Premises or any part thereof will be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.

(d) Mortgagor shall have the right and privilege to: (i) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the Premises; and to (ii) have all costs and expenses thereof (including without limitation Mortgagee's reasonable attorneys' fees and costs) paid by Mortgagor.

(e) Mortgagor shall protect, indemnify and hold Mortgagee and its directors, officers, employees, agents, successors and assigns harmless from

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and against any and all loss, damage, cost, expense and liability (including without limitation reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to the installation, use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Premises, including without limitation: (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Premises; and (iii) the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the satisfaction, release or extinguishment of the lien of this Mortgage, including without limitation any extinguishment of the lien of this Mortgage by foreclosure or deed in lieu thereof.

(f) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, ground-water, surface water or soil vapor at, on, about, under or within the Premises or portion thereof, Mortgagor or Mortgagor's beneficiary shall within thirty (30) days after written demand for the performance by Mortgagee (or within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved in advance by

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Mortgagee and under the supervision of a consulting engineer approved in advance by Mortgagee. All costs and expenses of such Remedial Work (including without limitation the reasonable fees and expenses of Mortgagee's counsel) incurred in connection with monitoring or review of the Remedial Work shall be paid by Mortgagor. If Mortgagor shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, the Mortgagee may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith (including, without limitation, the reasonable fees and expenses of Mortgagee's counsel), shall be paid by Mortgagor to Mortgagee forthwith after demand and shall be a part of the indebtedness secured hereby.

(g) (1) The term "Environmental Law" means and includes, any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Federal Hazardous Materials Transportation Act, as amended; the Toxic Substance Control Act, as amended; the Illinois Environmental Protection Act, as amended; the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency and County of Cook and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation thereof.

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(2) The term "Hazardous Substance" means and includes:

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

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

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

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

First Mortgage

34. This Mortgage is subject to that certain mortgage dated October 24, 1974 and recorded October 31, 1974 in the office of the Recorder of Cook County, Illinois, as Document Number 22894581 from Mortgagor to Dovernmuehle, Inc. and assigned to John Hancock Mutual Life Insurance Company, which mortgage secures a note in the original amount of Fourteen Million Dollars (\$14,000,000.00). Said mortgage is herein called the "First Mortgage" and the note secured thereby is hereinafter called the "First Note".

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If the First Mortgage or the First Note shall be in default for any reason and Mortgagor fails to cure said default within five (5) days, such default shall constitute a default under this Mortgage on account of which the whole of the indebtedness secured hereby shall, at once, at the option of the Mortgagee, become due and payable without notice to the Mortgagor; and Mortgagee may, but shall not be required to, cure any such default and/or perform such acts that may be necessary to secure the dismissal of any such suit, and all monies advanced for that purpose, with interest thereon at the Default Rate of interest as set forth in the Note from the time of the advance or advances therefor shall, without demand or notice, be immediately due and payable by Mortgagor to Mortgagee and shall be added to the indebtedness secured by this Mortgage.

Mortgagor agrees that Mortgagor will not consent to the modification or amendment of the First Note, the First Mortgage or any other instruments securing the First Note without the prior written consent of the Mortgagee.

Mortgagor hereby represents, covenants and agrees that:

(a) This Mortgage is lawfully executed and delivered in conformity with the First Mortgage.

(b) Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by the Mortgagor under the First Mortgage and under the First Note and will do all things necessary to preserve and to keep the First Mortgage and the First Note free from default.

(c) Mortgagor will promptly notify the Mortgagee in writing of any default of which its beneficiary is aware in the performance or observance of any of the terms, covenants or conditions to be performed under the First

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Mortgage and the First Note.

(d) Mortgagor will (i) promptly notify the Mortgagee in writing of the receipt by Mortgagor of any notice (other than notices customarily sent on a regular periodic basis) from the mortgagee under the First Mortgage and the holder of the First Note, and (ii) promptly cause to be delivered to the Mortgagee a copy of each such notice received by the Mortgagor from the mortgagee under the First Mortgage and from the holder of the First Note.

(e) Mortgagor will not, without the prior written consent of the Mortgagee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the First Note or the mortgagee under the First Mortgage waives, postpones, extends, reduces, or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of the First Mortgage or the First Note or modifies any provision thereof.

(f) Mortgagor will, within ten (10) days after written demand from the Mortgagee, use its best efforts to obtain from the mortgagee of the First Mortgage and the holder of the First Note and deliver to the Mortgagee a certificate stating that the First Mortgage and the First Note are in full force and effect, are unmodified, that no notice of default thereunder has been served on the mortgagor thereunder and stating whether or not there are any defaults thereunder, and specifying the nature of such defaults, if any.

(g) Mortgagor will use its best efforts to furnish to the Mortgagee, upon demand, proof of payment of all items which are required to be paid by the Mortgagor pursuant to the First Mortgage and the First Note.

(h) Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the

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Mortgagee to cure any default under the First Mortgage and the First Note or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the Premises.

(i) That if required by Mortgagee, Mortgagor shall pay to Mortgagee the monthly payments of principal and interest required to be paid under the First Note, which amounts shall be paid to Mortgagee five days before any such payment is due under the First Note, and Mortgagee will, within three business days after receipt of such sums, remit to the holder of the First Note, whose name and address Mortgagee has received notice in writing, the payment of principal and interest next due on the First Note.

The generality of the provisions of this section relating to the First Mortgage and First Note shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Mortgagor which are also required of the Mortgagor under the First Mortgage and the First Note.

Ground Lease

35. The Mortgage is subject and subordinate in all respects to the terms, provisions and conditions of a certain indenture of lease (herein sometimes called the "Ground Lease") made by LaSalle National Bank, as trustee under Trust Agreement dated July 2, 1974 and known as Trust No. 47510, as Lessor, to Mortgagor as Lessee, dated October 31, 1974 a memorandum of which was recorded October 31, 1974 as Document No. 22894588, demising and leasing for a term of years beginning October 24, 1974 and ending December 31, 2022. This Mortgage is subject and subordinate to all the reversionary, remainder and/or other right, title and interest Landlord in and to (Improvements as defined in Ground Lease) and the Building Service Equipment (as defined in the

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Ground Lease).

If the Ground Lease shall be in default for any reason or should any suit be commenced to terminate or foreclose the Ground Lease because of default thereunder, or should any suit be commenced by the Lessor under the Ground Lease to enforce its rights and remedies thereunder by reason of a default of the Lessee thereunder or otherwise, such default or commencement of foreclosure or commencement of suit shall constitute a default under this Mortgage on account of which the whole of the indebtedness secured hereby shall, at once, at the option of the Mortgagee, become due and payable without notice to the Mortgagor; and Mortgagee may, but shall not be required to, cure any such default and/or perform such acts that may be necessary to secure the dismissal of any such suit, and all monies advanced for that purpose, with interest thereon at the Default Rate of interest as set forth in the Note from the time of the advance or advances therefor shall, without demand or notice, be immediately due and payable by Mortgagor to Mortgagee and shall be added to the indebtedness secured by this Mortgage.

In addition to and not in limitation of any of the provisions of this Paragraph 35 and any other provisions of this Mortgage, should the Lessee under the Ground Lease fail to properly perform and comply with all obligations of the Lessee under the Ground Lease, the Mortgagee may, but shall not be required to, take any action after giving effect to any curative and/or notice provisions on behalf of the Lessee therein provided, as Mortgagee may deem necessary or desirable to prevent or cure any default of the Lessee under the Ground Lease. Mortgagee shall have the immediate right to enter all or any portion of the Premises at such times and in such manner as Mortgagee deems appropriate in order to prevent or cure any such default; and all monies

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advanced for such purpose, with interest thereon at the Default Rate of interest as set forth in the Note from the time of the advance or advances therefor, shall without demand or notice, be immediately due and payable by Mortgagor to Mortgagee and shall be added to the indebtedness secured by this Mortgage. No such act of Mortgagee shall relieve Mortgagor from any default hereunder.

Mortgagor hereby represents, covenants and agrees that:

(a) Mortgagor represents that the Ground Lease is in full force and effect, is unmodified, and is free from default; all rents and other charges reserved in the Ground Lease have been paid to the extent payable to the date hereof; and that this Mortgage is lawfully executed and delivered in conformity with the Ground Lease;

(b) The Mortgagor shall have quiet and peaceful possession of the Premises for so long as this Mortgage is in effect, and Mortgagor agrees to defend the leasehold estate created under the Ground Lease for the remainder of the term set forth therein against all and every persons lawfully claiming same or any part thereof subject to the terms of the Ground Lease;

(c) Mortgagor will promptly pay, when due and payable and secure proper receipt for all rent, taxes and all other sums and charges mentioned in and made payable by the Ground Lease;

(d) Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by the Mortgagor as Lessee under the Ground Lease, within the periods provided in the Ground Lease, or such lesser periods as are provided in this Mortgage, and will do all other things necessary to preserve and to keep unimpaired the rights of the Lessee under the Ground Lease;

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(e) Mortgagor shall further promptly notify Mortgagee in writing (i) of any default of which its beneficiary is aware on the part of the Lessee under the Ground Lease or (ii) of the occurrence of any event of which its beneficiary is aware which, with or without the lapse of time or the giving of notice, would constitute a default on the part of the Lessee under the Ground Lease;

(f) Mortgagor will (i) promptly notify the Mortgagee in writing of the receipt by Mortgagor of any notice from the Lessor under the Ground Lease, and of any notice notifying or claiming any default by the Lessee in the performance or observance of any of the terms, covenants or conditions on the part of the Lessee to be performed or observed under the Ground Lease, (ii) promptly notify the Mortgagee in writing of the receipt by the Mortgagor of any notice from the Lessor of the Ground Lease to the Mortgagor of termination of the Ground Lease or of the Lessee's right to possession thereunder pursuant to the provisions of the Ground Lease, and (iii) promptly cause a copy of each such notice received by the Mortgagor from the Lessor under the Ground Lease to be delivered to the Mortgagee.

(g) Mortgagor will not surrender the Ground Lease or the leasehold estate created thereby or the interest of Mortgagor in or under the Ground Lease, nor shall the Ground Lease be terminated or cancelled by Mortgagor, nor shall Mortgagor, without the prior written consent of Mortgagee being first had and obtained, modify, change, supplement, amend or alter the Ground Lease or consent to or suffer or permit any of the foregoing, and Mortgagor hereby transfers and relinquishes unto Mortgagee all rights, privileges and prerogatives of Mortgagor to terminate, cancel, modify, change, supplement, amend or alter the Ground Lease or consent to suffer or permit any of the

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foregoing, and any such termination, cancellation, modification, change supplement, amendment or alteration of the Ground Lease made, permitted or suffered to be made or consented to by Mortgagor without the prior written consent thereto on the part of Mortgagee being first had and obtained, shall be void and no force or effect and shall constitute an event of default hereunder and the entire indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice.

(h) Mortgagor will promptly notify the Mortgagee in writing of any request made by either party to the Ground Lease for appraisal proceedings pursuant to the Ground Lease and of the institution of any appraisal proceedings, as well as of all proceedings thereunder, and will promptly deliver to the Mortgagee a copy of the determination of the appraiser in each such appraisal proceeding. The Mortgagee shall have the right to participate in such appraisal proceedings in association with Mortgagor or on its own behalf as an interested party.

(i) Mortgagor shall exercise any option to renew or extend the Ground Lease if at the time such option becomes exercisable any indebtedness secured hereby has not been fully paid and discharged and shall give written confirmation thereof to Mortgagee within ten (10) days after the date on which such option first becomes exercisable, and Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, with power of substitution, to exercise such option on behalf of Mortgagor if Mortgagor is required under the foregoing provisions to exercise said option but for any reason fails or refuses to exercise said option within a reasonable time prior to the expiration of Mortgagor's time to exercise the option.

(j) Mortgagor will, within ten (10) days after written demand from

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the Mortgagee, use its best efforts to obtain from the Lessor of the Ground Lease and deliver to the Mortgagee a certificate stating that the Ground Lease is in full force and effect, is unmodified, that no notice of termination thereon has been served on the Lessee thereof, stating the date to which the rent has been paid and stating whether or not there are any defaults thereunder and specifying the nature of such defaults, if any.

(k) Mortgagor will furnish to the Mortgagee, upon demand, proof of payment of all items which are required to be paid by the Lessee pursuant to the Ground Lease and proof of payment of which is required to be given to the Lessor under the Ground Lease.

(l) Mortgagor shall not without the prior written consent of Mortgagee consent to the subordination of the Ground Lease to any Mortgage of the fee interest of the Lessor thereon in the Premises.

(m) Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagor in the mortgaged property.

(n) If required by the Mortgagee, Mortgagor shall pay to the Mortgagee the rent specified in the Ground Lease, which amounts shall be paid to Mortgagee five days before any such payment is due under the Ground Lease and Mortgagee will within three business days after receipt of such sums remit to the Lessor under the Ground Lease the rent next due under the Ground Lease.

(o) Mortgagor covenants and agrees that there shall not be a merger of the Ground Lease, or of the leasehold estate created thereby, with the fee estate in the property subject to the Ground Lease by reason of said leasehold

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estate or fee estate, or any part of either, coming into common ownership, unless Mortgagee shall consent in writing to such merger; and if Mortgagor shall acquire such fee state, then the lien of this Mortgage shall simultaneously and without further action be and become extended so as to become a lien on such fee estate in addition to remaining a lien on said leasehold estate and Mortgagor will at its own cost and expense forthwith execute, acknowledge and deliver to Mortgagee at Mortgagee's request such further instruments and documents as may be requested by Mortgagee for the purpose of further evidencing and confirming such lien on such fee estate.

(p) Mortgagor covenants and agrees that if at any time Mortgagor fails to comply fully or in a timely manner with any of Mortgagor's obligations under the Ground Lease, and such failure threatens the value or existence of Mortgagee's security hereunder or Mortgagee is given the right to cure Mortgagor's default s under the terms of the Ground Lease, Mortgagee may, but without obligation to do so and without releasing Mortgagor from any obligation hereunder or removing or waiving any corresponding default hereunder, perform on behalf of Mortgagor any such obligations, and any and all costs and expenses (including without limitation reasonable attorneys fees) incurred by Mortgagee in connection therewith shall be repayable with interest at the Default Rate of Interest as set forth in the Note without demand and shall be secured hereby, subject to all rights and remedies of Mortgagee under this Mortgage; provided that the foregoing shall not be construed to require Mortgagee to incur any expense or take any action with respect to Mortgagor's failure to comply with any of Mortgagor's obligations under the Ground Lease and no such act of Mortgagee shall relieve Mortgagor from any default hereunder.

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Mortgagor covenants and agrees that it will not, without the prior written consent of Mortgagee, defer the payment of percentage rent (as defined in the Ground Lease) and Mortgagor further agrees that it has, prior to the date hereof, paid to the Lessor under the Ground Lease all percentage rent so deferred.

The generality of the provisions of this section relating to the Ground Lease shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Mortgagor which are also required of the Mortgagor as the Lessee of the Ground Lease.

SPORTS CENTER OPERATING AGREEMENT & MANAGEMENT AGREEMENT

36. Reference is made to that certain Hotel Sports Center Operating Agreement dated October 24, 1974 (the "Operating Agreement") and reference is further made to that certain Management Agreement dated January 23, 1974 with Holiday Inns Inc., (the "Hotel Agreement"). The Beneficiary of the Mortgagor has assigned the Operating Agreement and Hotel Agreement to Mortgagee to secure repayment of the Note. If the Beneficiary of the Mortgagor or Mortgagor shall be in default under either the Operating Agreement or the Hotel Agreement, such default shall constitute a default under this Mortgage on account of which the whole of the indebtedness secured hereby shall, at once, at the option of the Mortgagee, become due and payable without notice to the Mortgagor; and Mortgagee may, by shall not be required to, cure any such default, and all monies advanced for that purpose, with interest thereon at the Default interest rate as set forth in the Note from the time of the advance or advances therefore shall, without demand or notice, be immediately due and payable by Mortgagor to Mortgagee and shall be added to the indebtedness secured by this Mortgage.

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Notice and Opportunity to Cure Defaults

37. Notwithstanding the provisions of Paragraph 15(c), if Mortgagor shall default under Paragraphs 2A(b) but only with respect to keeping Premises in condition and repair, without waste, Mortgagee shall not declare the indebtedness to be due and payable unless Mortgagee shall first give Mortgagor notice of such default and Mortgagor shall have thirty (30) days after giving of notice in which to cure the same, except that if such default shall not be susceptible of cure within said thirty (30) day period, Mortgagee shall not declare the indebtedness to be due and payable if Mortgagor shall, within such thirty (30) day period, commence the cure of such default and complete the same with diligence and without unreasonable delay; provided that any abandonment or unreasonable delay in the prosecution of the cure of such default shall, without further notice or period of grace, give the Mortgagee the right to declare the indebtedness due and payable. This paragraph shall be inoperative to the extent that the Landlord under the Ground Lease and the holder of the First Mortgage do not grant a similar right to cure, pursuant to said instruments or otherwise.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written.

LaSalle National Bank, not personally, but as Trustee as aforesaid

By: 
Its: ASSISTANT VICE PRESIDENT

ATTEST:
By: 
Its: Assistant Secretary

COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

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SEE INDEX ATTACHED HERE

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It is further agreed by the parties hereto that whenever and wherever the provisions of this MORTGAGE to the right of the MORTGAGEE MORTGAGOR for the indemnified, saved harmless, or reimbursed by MORTGAGOR / MORTGAGEE from the costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the relationship of MORTGAGOR / MORTGAGEE under this instrument shall be construed to be only a right of reimbursement in favor of MORTGAGOR MORTGAGEE out of the trust estate held under Trust No. 13642 from time to time, so far as the same may reach; and in no case shall any claim of liability or right of reimbursement be asserted against the Asst. National Bank Individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns and all parties claiming by, through and under them. In event of conflict between the terms of this rider and of the MORTGAGE to which it is attached, or any provision of apparent or claimed liability or obligation resting upon the said Trustee, the exculpatory provisions of the rider shall be controlling.

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PROMISSORY NOTE

\$9,000,000.00

Dated as of July 26, 1988
Chicago, Illinois

FOR VALUE RECEIVED, LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated February 11, 1972 and known as Trust Number 43642 (hereinafter referred to as "Maker") promises to pay to the order of ENTERPRISE SAVINGS BANK, F.A. ("Payee"), at 200 South Wacker Drive, Chicago, Illinois 60606 or such other place as the holder hereof from time to time may designate in writing, the principal sum of NINE MILLION DOLLARS (\$9,000,000.00) or so much thereof as from time to time shall be disbursed hereunder, and all Deferred Interest (as hereinafter defined) which has been added to principal, on August 1, 1991 (unless said date is extended pursuant to the terms and conditions of this Note, in which event the maturity date hereof shall be August 1, 1992 or August 1, 1993). Principal and interest shall be payable in the lawful money of the United States of America.

Interest ("Loan Rate Interest") shall accrue on the outstanding principal balance and on the outstanding balance of Deferred Interest (as hereinafter defined) at the Loan Rate (as hereinafter defined) per annum, and shall be paid monthly in arrears on or before the first day of the month following the month for which such Loan Rate Interest has accrued (subject to Maker's right to defer payment of a portion of Loan Rate Interest as hereinafter provided). Loan Rate Interest and interest at the Default Rate (as hereinafter defined) shall be computed on basis of a 360-day year and the actual number of days elapsed. The Loan Rate shall be determined from day to day and on each day during the term hereof based upon the Base Rate (as hereinafter defined) on

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the applicable day or, if the applicable day is a legal or bank holiday, the nearest prior business day. The Loan Rate shall be two percent (2%) over the Base Rate. The Base Rate shall mean the per annum rate of interest announced or publicly published from time to time by American National Bank and Trust Company of Chicago ("American") at its principal place of business in Chicago, Illinois as its base, prime or equivalent rate of interest; provided, that if American ceases to use the term "Base Rate" in setting a base rate of interest for commercial loans then the Base Rate herein shall be determined by reference to the rate used by American as such a base as designated by Payee to Maker.

Provided that at the time on which a payment of Loan Rate Interest is due no default has occurred hereunder that is continuing, Maker may elect to defer such payment of Loan Rate Interest to the extent, but not in excess of the amount by which, such installment of Loan Rate Interest exceeds the Deferral Base Amount (as hereinafter defined) (the amount of Loan Rate Interest so deferred being herein referred to as "Deferred Interest"). From and after the date on which said Deferred Interest would have been due and payable had Maker not elected to defer payment thereof, such Deferred Interest shall be added to principal and shall accrue interest at the Loan Rate per annum as above provided. The Deferral Base Amount shall mean the amount of interest that would have accrued during any month if the Loan Rate during that month was 10.5% per annum for the period from August 1, 1988 to August 1, 1989. 11.5% per annum for the period from August 1, 1989 to August 1, 1990, 12.5% per annum for the period from August 1, 1990 to August 1, 1991, 13.5% per annum for the period from August 1, 1991 to August 1, 1992 (if the maturity date is extended), and 14.5% per annum for the period from August 1, 1992 to August 1,

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1993 (if the maturity date is extended). In no event shall the amount of Deferred Interest, at any time, exceed Nine Hundred Thousand Dollars (\$900,000.00). Should the aggregate amount of Deferred Interest at any time exceed Nine Hundred Thousand Dollars (\$900,000.00) a portion of Deferred Interest which has been added to principal shall be paid to Payee so that the then amount of Deferred Interest which has been added to principal shall be equal to or less than Nine Hundred Thousand Dollars (\$900,000.00).

Loan Rate Interest (except the portion thereof that is deferred) shall be paid in arrears on August 1, 1988 and on the first day of each month thereafter during the term of this Note, or extension thereof, with a final payment of Loan Rate Interest due and payable on August 1, 1991, or on August 1, 1992 or on August 1, 1993 if the term of this Note is extended as hereinafter provided.

Monthly installments of Deferred Interest which have been added to principal shall be paid on the first day of any subsequent month during the term hereof, or extension thereof, when, if and only to the extent that the Loan Rate Interest for the month which precedes such due date is less than the Deferral Base Amount for such month.

Maker shall have the right to extend the maturity date hereof from August 1, 1991 to August 1, 1992 on the following conditions:

(a) Maker shall notify Payee in writing of such extension not later than June 1, 1991; (b) Maker shall not be in default hereunder or under the Mortgage on August 1, 1991; (c) Payee shall, prior to August 1, 1991, receive evidence satisfactory to it that the Net Operating Income (as hereinafter defined) on an annualized basis as of July 1, 1991 is at least One Million Eight Hundred Thousand Dollars (\$1,800,000.00); (d) Maker and Payee shall

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enter into a modification of this Promissory Note and the Mortgage as hereinafter defined) extending the maturity date from August 1, 1991 to August 1, 1992; and (e) the title insurance company that has insured the validity and priority of the lien of the Mortgage shall agree to insure the lien of the Mortgage as modified as a first lien, subject only to general taxes which are a lien but are not yet due and payable and the title exceptions that originally appeared in the Loan Policy which insures the validity and priority of the lien of the Mortgage.

Provided that the maturity date of this Promissory Note has been extended to August 1, 1992 as set forth in the preceding paragraph hereof, Maker shall have the right to extend the maturity date hereof from August 1, 1992 to August 1, 1993 on the following conditions:

(a) Maker shall notify Payee of such extension not later than June 1, 1992; (b) Maker shall not be in default hereunder or under the Mortgage on August 1, 1992; (c) Payee shall, prior to August 1, 1992, receive evidence satisfactory to it that the Net Operating Income on an annualized basis as of July 1, 1992 is at least One Million Eight Hundred Thousand Dollars (\$1,800,000.00); (d) Maker and Payee shall enter into a modification of this Promissory Note and the Mortgage extending the maturity date from August 1, 1992 to August 1, 1993; and (e) the title insurance company that has insured the validity and priority of the lien of the Mortgage shall agree to insure the validity and priority of the lien of the Mortgage as modified as a first lien, subject only to general taxes which are a lien but are not yet due and payable and the title exceptions that originally appeared in the Loan Policy which insures the validity and priority of the lien of the Mortgage.

"Net Operating Income" shall mean for any period the gross revenues

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generated from the real estate described in the Mortgage (Premises") less operating expenses, determined in accordance with Generally Accepted Accounting Principles ("GAAP") consistently applied, subject to the following:

(a) amounts, if any, not typically defined under GAAP as operating revenues, shall be excluded from Net Operating Income; (b) Net Rent (as defined therein) required to be paid under that certain lease executed by LaSalle National Bank, as Trustee under Trust Agreement dated July 2, 1974 and known as Trust Number 47510 as Lessor, and Maker, as Lessee, dated October 24, 1974, as amended, a memorandum of which was recorded October 31, 1974 as document 22894588 shall be deducted; (c) depreciation and other non-cash expenses shall not be deducted; (d) amounts paid for capital expenditures shall not be deducted; (e) scheduled principal payments under the First Note (as defined in the Mortgage) shall be deducted; (f) Basic Management Fees and Incentive Management Fees required to be paid pursuant to that certain management agreement (the Hotel Agreement) dated January 31, 1974, as amended by and between Jupiter Enterprises Inc., as Owner and Holiday Inns Inc., as Manager, concerning the Premises, shall be deducted, except that Incentive Management Fees which are deferred and not paid in accordance with Article 9 of the Hotel Agreement shall not be deducted except to the extent that such amount deferred and not paid exceeds an accumulated deferred amount of \$800,000.00; (g) financing fees and the costs of raising capital shall not be deducted, and no amortization of such fees or costs shall be deducted; (h) receipt of insurance payments on account of business or rental interruption shall be included in Net Operating Income; (i) monthly payments to any escrow account required by Maker for the payment of real estate taxes and insurance premiums shall be deducted, but payments from any such escrow account shall

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not be deducted; (j) interest shall be deducted (except interest payable hereunder); and (k) contractually required payments to any reserve account for the replacement of furniture, furnishings, fixtures, equipment and capital items shall be deducted.

All payments on account of the indebtedness evidenced by this Promissory Note shall be applied: (i) first, to further advances, if any, made by the holder hereof as provided in the Loan Documents (as hereinafter defined); (ii) next, to interest at the Default Rate if applicable; (iii) next, to the prepayment premium, if applicable; (iv) next, to Loan Rate Interest; (v) next to reduce Deferred Interest which has been added to principal; and (vi) lastly, any remainder to reduce unpaid principal.

In the event any payment required hereunder or any payment for taxes or insurance required under the Mortgage shall become overdue, Maker shall pay to the holder hereof a "late charge" of four cents (\$.04) for each dollar overdue for a period in excess of fifteen (15) days in order to defray part of the cost of collection.

Payment of this Note is secured by a Mortgage (the "Mortgage") dated of even date herewith from Maker, as mortgagor, to Enterprise Savings Bank, F.A., as mortgagee, on real estate in the County of Cook, State of Illinois. This Promissory Note, the Mortgage, and all other instruments now or hereafter evidencing or securing the loan evidenced hereby are herein collectively sometimes referred to as the "Loan Documents". The Mortgage contains a "Due on Sale and Further Encumbrance" clause, which is incorporated herein by this reference.

Maker reserves the privileges to prepay all (but not part) of the principal indebtedness evidenced hereby and on any installment payment date

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upon thirty (30) days' prior written notice to the holder hereof and without payment of premium or penalty.

It is hereby expressly agreed by Maker that time is of the essence hereof and that each of the following occurrences shall constitute a default under this Promissory Note:

(1) The failure of the Maker to:

(a) make any payment of any installment of Loan Rate Interest or Deferred Interest which has been added to Principal under this Promissory Note on any date on which the same shall fall due; or

(b) comply with any of the other terms of this Promissory Note;

(2) The failure of Maker to make payment of any amount due the holder hereof under any Loan Documents other than this Promissory Note, on any date on which the same shall fall due;

(3) The occurrence of any default under any of the Loan Documents other than this Promissory Note which is not cured within any applicable cure period; and

(4) The right to foreclose the Mortgage shall accrue to the holder of this Promissory Note.

The holder hereof shall have the following rights, privileges, powers, options and remedies whenever any such default shall occur under this Promissory Note:

1. The entire unpaid principal balance of, and any unpaid interest then accrued on, this Promissory Note shall, at the option of the holder hereof and without demand or notice of any kind to the Maker or any other person, immediately become and be due and payable.

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2. From and after the date of the occurrence of any such default and continuing until such default is fully cured or a judgment is entered foreclosing the Mortgage, the Maker promises to pay interest on the principal balance of this Promissory Note then outstanding at a per annum rate ("Default Rate) of interest of 3% over the Loan Rate. The Maker agrees that such additional interest which has accrued shall be paid at the time of and as a condition precedent to the curing of such default; and if such default is not cured prior to entry of a judgment of foreclosure and sale, interest at the Default Rate from the occurrence of such default to the date of entry of judgment of foreclosure shall be included in such judgment. During the existence of any such default the holder of this Promissory Note may apply payments received on any amounts due hereunder or under the terms of the Loan Document as the holder may determine; and if the holder elects (notice of election being expressly waived by the Maker), the principal remaining unpaid with accrued interest shall at once become due and payable, as provided above.

3. The holder hereof shall have, and may exercise any and all rights, powers, privileges, options and remedies available at law or in equity and as provided in any of the Loan Documents.

Upon the occurrence of a default under the Loan Documents, or any of them, the Maker expressly agrees to pay all costs of collection and enforcement of every kind, including without limitation, all reasonable attorneys' fees, court costs, and expenses of every kind incurred by the holder hereof in connection with the protection or realization of any or all of the security for this Note, whether or not any lawsuit is filed with respect thereto.

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The rights, powers, privileges, options and remedies of the holder hereof, as provided in this Promissory Note, in any of the Loan Documents, or otherwise available at law or in equity, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of the holder hereof, and may be exercised as often as occasion therefor shall occur. No delay or discontinuance in the exercise of any right, power, privilege, option or remedy hereunder shall be deemed a waiver of such right, power, privilege, option or remedy, nor shall the exercise of any right, power, privilege, option or remedy be deemed an election of remedies or a waiver of any other right, power, privilege, option or remedy. Without limiting the generality of the foregoing, the failure of the holder hereof promptly after the occurrence of any default hereunder to exercise its right to declare the indebtedness remaining unmatured hereunder to be immediately due and payable shall not constitute a waiver of such right in connection with any future default on the part of the Maker. Acceleration of maturity, once claimed hereunder by the holder, may, at the holder's option, be rescinded by written acknowledgment to that effect, but the tender and acceptance of partial payment or partial performance alone shall not, by itself, in any way affect or rescind such acceleration.

Maker (and each guarantor hereof, if any) jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of dishonor, protest of any dishonor, notice of protest and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and they agree that the liability of each of them shall be joint, several and unconditional without regard to the liability of any other party and shall not be in any manner

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affected by an indulgence, extension of time, renewal, waiver or modification granted or consented to by the holder hereof; and Maker (and each guarantor hereof, if any) consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this Note, and to the release of any collateral given to secure the payment hereof, or any part thereof, with or without parties hereto without notice to them or affecting their liability hereunder.

The holder hereof shall not by any acts of omission or commission be deemed to waive any rights or remedies hereunder unless such waiver be in writing and signed by the holder hereof, and then only to the extent specifically set forth therein; a waiver of one event shall not be construed as continuing or as a bar to or waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

All notices, demands and requests given hereunder by the Maker or the holder hereof, shall be in writing and shall be either by: (i) hand delivery to the address for notices; (ii) delivery by overnight courier service to the address for notices; (iii) by certified mail, return receipt requested, addressed to the address for notices by United States mail, postage prepaid. All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the address for notices; (ii) one day after the deposit of such notice with an overnight courier service addressed to the address for notices; or (iii) three days after depositing the notice in the United States mail as set forth in (iii) above.

All notices shall be addressed to the following addresses:

Maker: Fairbanks Hotel Associates
c/o Jupiter - Fairbanks Corporation

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919 North Michigan Avenue
Chicago, Illinois 60611

With a copy to:

Ira A. Kipnis
919 North Michigan Avenue
Chicago, Illinois 60611

Payee:

Enterprise Savings Bank, F.A.
200 South Wacker Drive
Chicago, Illinois 60606-5884

With a copy to:

Freeman, Cohen & Kasanov
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

This Note is executed and delivered by Maker, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the LaSalle National Bank personally or any person interested beneficially or otherwise in the property specifically described in the Mortgage or in the property or funds at any time subject to said Trust Agreement because or in respect of this Note or the making, issuance or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof; but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantors hereof (if any); and Enterprise Savings Bank, F.A. and each successive holder hereof shall accept this Note upon the express condition that in case of default in the payment of this Note or any installment of principal or interest, the remedies of the holder hereof shall be any or all of:

(a) foreclosure of the Mortgage in accordance with the terms and provisions in the Mortgage set forth;

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(b) action against any other security at any time given to secure the payment hereof; and

(c) action to enforce the personal liability of each guarantor of the payment hereof (if any), all at the sole discretion of the holder hereof as aforesaid.

The validity and interpretation of this Note shall be governed under the laws of Illinois.

LaSalle National Bank, not personally
but as Trustee as aforesaid

By: _____
Its: _____ President

ATTEST:

By: _____
Its: _____ Secretary

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EXHIBIT "B" LEGAL DESCRIPTION

- A. The leasehold estate created by the lease executed by: LA SALLE NATIONAL BANK, A NATIONAL BANK ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 2, 1974 AND KNOWN AS TRUST NUMBER 47510, AS LESSOR, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1972, AND KNOWN AS TRUST NUMBER 43642, AS LESSEE, DATED OCTOBER 24, 1974, A MEMORANDUM OF WHICH WAS RECORDED OCTOBER 31, 1974 AS DOCUMENT 22894588, WHICH LEASE DEMISES PARCEL 1 DESCRIBED BELOW (EXCEPT THE BUILDINGS AND IMPROVEMENTS NOW LOCATED ON PARCEL 1) FOR A TERM OF YEARS BEGINNING ON THE DATE THEREOF AND ENDING DECEMBER 31, 2022.
- B. THE OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS NOW LOCATED ON PARCEL 1.
- C. A SUBLEASEHOLD ESTATE ("SECOND CORRIDOR SUBLEASE"), SAID SECOND CORRIDOR SUBLEASE HAVING BEEN CREATED BY AN INSTRUMENT EXECUTED BY A LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 2, 1974 AND KNOWN AS TRUST NUMBER 47510, AS LESSOR, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 43642, AS LESSEE, DATED OCTOBER 24, 1974, A MEMORANDUM OF WHICH WAS RECORDED OCTOBER 31, 1974 AS DOCUMENT 22894588, WHICH DOCUMENT DEMISES AMONG OTHER THINGS, A SUBLEASE OF A CORRIDOR AS PREVIOUSLY DEMISED IN THE CORRIDOR SUBLEASE AND SAID CORRIDOR SUBLEASE HAVING BEEN CREATED BY CERTAIN SUBLEASE BETWEEN LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 38313, AS SUBLESSOR, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 43642, AS TENANT, DATED AUGUST 13, 1974, A MEMORANDUM OF WHICH WAS RECORDED ON SEPTEMBER 24, 1974 AS DOCUMENT 22856119, AS AMENDED BY AMENDMENT DATED SEPTEMBER 30, 1974 AND RECORDED ON DECEMBER 13, 1976 AS DOCUMENT 23744884 WHICH CORRIDOR SUBLEASE, AS SO AMENDED, DEMISES A PORTION OF PARCEL 2 (AS DESCRIBED BELOW) FOR INGRESS AND EGRESS THROUGH A CERTAIN GROUND FLOOR CORRIDOR (APPROXIMATELY 6 TO 12 FEET IN WIDTH AND APPROXIMATELY 8 TO 10 FEET IN HEIGHT AND LOCATED APPROXIMATELY WHERE INDICATED ON EXHIBIT C-1 ATTACHED TO THE AFOREMENTIONED AMENDMENT), FROM PARCEL 1 (AS DESCRIBED BELOW) TO AND FROM THE THEATRE AS INDICATED IN YELLOW ON SAID EXHIBIT C-1, AND TO AND FROM MC CLURG SPORTS CENTER, ALL AS INDICATED BY THE AFOREMENTIONED AMENDMENT AND BY THE SAID EXHIBIT C-1 ATTACHED THERETO, SAID CORRIDOR SUBLEASE BEING FOR A TERM OF YEARS TO CONTINUE TO APRIL 29, 2067, SAID SECOND CORRIDOR SUBLEASE BEING FOR A TERM OF YEARS TERMINATING ON DECEMBER 31, 2022.

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The real estate described in the lease referred to in paragraph A above is described as Parcel 1 below and the real estate described in said Corridor Lease and the Second Corridor Sublease referred to in Parcel C above is described as Parcel 2 below:

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Parcel 1

LOTS 1 TO 8, INCLUSIVE, IN SUB-BLOCK 2 IN SUBDIVISION OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH AND SOUTH 18 FOOT VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 TO 8, BOTH INCLUSIVE, AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 AND 10 AND THE SAID WEST LINE OF LOT 10 PRODUCED NORTH 18 FEET, IN BLOCK 2 IN SUBDIVISION OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39, NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

Parcel 2

THAT PORTION CONSTITUTING THE CORRIDOR AS DEFINED IN THE DOCUMENTS DESCRIBED IN ITEM (C) ABOVE OF THE FOLLOWING DESCRIBED LAND:

LOTS 21, 22, 23 AND 24 EXCEPT THE EAST 46 FEET OF LOTS 21 AND 24 (TAKEN FOR MC CLURG COURT) IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PART OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 22, 23, 24, 25 AND 26 IN SUB-BLOCK 2 IN THE SUBDIVISION OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING LOT 22 AND THE WEST 89 FEET OF LOT 21 IN CIRCUIT COURT PARTITION AFORESAID; ALSO THE SOUTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING NORTH OF AND ADJOINING LOTS 22 AND 26 IN SUB-BLOCK 2 IN THE SUBDIVISION OF BLOCK 31 IN KINZIE'S ADDITION AFORESAID AND LYING NORTH OF AND ADJOINING LOT 23 AND THE WEST 89 FEET OF LOT 24 IN CIRCUIT COURT PARTITION AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 9, 12, 13, 16, 17 AND 20 IN SUB-BLOCK 2 IN SUBDIVISION OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THE NORTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING LOTS 9, 12, 13, 16, 17 AND 20 IN SUB-BLOCK 2 IN THE SUBDIVISION OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ALSO

LOTS 10, 11, 14, 15, 18 AND 19 IN SUB-BLOCK 2 IN THE SUBDIVISION OF BLOCK 31 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THE SOUTH 1/2 OF THE VACATED EAST AND WEST ALLEY LYING NORTH OF AND ADJOINING LOTS 10, 11, 14, 15, 18 AND 19 IN SUB-BLOCK 2 IN THE SUBDIVISION OF BLOCK 31 OF KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PERMANENT INDEX NUMBERS

17-10-207-008
17-10-207-009
17-10-207-010
17-10-207-011
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17-10-207-028

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Martha Ann Brooking, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that Corinna Bek

Asst. Mgr President of LA SALLE NATIONAL BANK

and Clifford Scott-Rudnick, ~~Assistant Trust Officer/Assistant Cashier/Assistant Secretary~~
of said Bank, who are personally known to me to be the same persons whose names are subscribed to

the foregoing instrument as such Asst. Mgr President, and Assistant Trust Officer/Assistant Cashier/Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ~~Assistant Trust Officer/Assistant~~

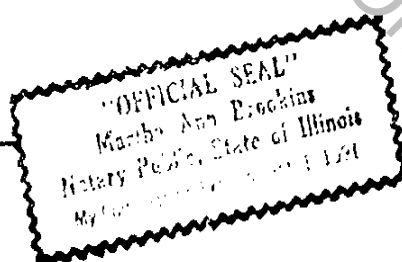
~~Cashier/Assistant Secretary~~ then and there acknowledged that he, as

Custodian of the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July, A.D. 1988

Martha Ann Brooking
Notary Public

My Commission Expires:



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