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This instrument was prepared by Alan Papernick, Esquire, Papernick & Gofsky, 34th Floor, One Oxford Centre, Pittsburgh, Pennsylvania 15219.

MORTGAGE AND SECURITY AGREEMENT

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THIS INDENTURE MADE THIS 17th day of August, 1988, between HARRIS TRUST AND SAVINGS BANK, not personally but solely as Trustee for MILLER PARKING COMPANY, pursuant to a certain Trust Agreement dated February 2, 1971 and known as Trust No. 34405, and MILLER PARKING COMPANY (hereinafter collectively called the "Mortgagor"),

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DOLLAR BANK, FEDERAL SAVINGS BANK, having its office at Three Gateway Center, Pittsburgh, Pennsylvania 15222 (hereinafter called "Mortgagee").

WITNESSETH:

WHEREAS, American National Bank and Trust Company of Chicago, as Trustee for Martparc Associates Limited Partnership, an Illinois Limited Partnership ("Borrower") has executed and delivered to Mortgagee its Note (the "Note"), bearing even date herewith, wherein Borrower promises to pay to Mortgagee the principal sum of Twelve Million Five Hundred Thousand Dollars (the "Loan") advanced or to be advanced by Mortgagee to Borrower in accordance with the terms of a certain Construction Loan Agreement of even date herewith, with interest thereon at the rates and times, in the manner and according to the terms and conditions specified in the Note, all of which are incorporated herein by reference, which amounts, if not sooner paid, shall become due and payable on September 1, 1993; and

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REPORT PAGE 10
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WHEREAS, to induce Mortgagee to extend the credit to the Borrower, Miller Parking Company agreed to execute the Limited Agreement of Guaranty and Suretyship (the "Guaranty"), bearing even date herewith, wherein Miller Parking Company unconditionally and irrevocably guarantees and becomes surety for the prompt and timely payment by the Borrower of all principal, interest, default interest, prepayment fees and all other sums and costs advanced or incurred by Mortgagee in connection with the Loan as they may become accelerated upon default; and

WHEREAS, Miller Parking Company's total liability under the Guaranty is limited to the sum of Seven Million Three Hundred Ninety-One Thousand Six Hundred Seven Dollars (\$7,391,607.00), plus certain reimbursement of costs in the event of a default thereunder.

NOW, THEREFORE, in consideration of the grant of the Loan by the Mortgagee to the Borrower and to secure the payment to the Mortgagee of the sums due under the Guaranty by Miller Parking Company, and to secure the performance and observance by Miller Parking Company of all covenants and conditions contained in the Guaranty, and in any renewal, extension or modification thereof, but in no event shall the security afforded by this Mortgage exceed the sum of Fifteen Million Dollars (\$15,000,000.00), Mortgagor has granted, conveyed, sold, aliened, enfeoffed, released, confirmed and mortgaged, and by these presents does hereby grant, convey, sell, alien, enfeoff, release, confirm and mortgage unto Mortgagee, its successors and assigns, free of any right or equity of redemption, which are hereby waived by Mortgagor, all that certain real estate described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all of Mortgagor's right, title and interest now owned or hereafter acquired in:

- (1) Any and all buildings, streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges,

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improvements, hereditaments and appurtenances thereto or in any way appertaining thereto, and all easements, rights-of-way, licenses and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of the Mortgaged Premises over ground adjoining the Mortgaged Premises and all rights to enforce the maintenance thereof, and all other rights, liberties, and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to the Mortgaged Premises or any part thereof.

(ii) All furniture, furnishings, floor coverings, household appliances, office equipment and articles of interior decoration; all screens, awnings, venetian blinds, shutters, shades, storm windows and storm doors; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all cleaning, ventilating, refrigerating, vending, incinerating, waste disposal, alarm, fire prevention and fire extinguishing systems, apparatus and equipment; all television, telephone, radio and other musical equipment; all passenger and freight elevators, escalators and machinery and equipment pertaining thereto; all pipes, conduits, pumps, boilers, tanks, motors, engines and furnaces; and all heating, lighting, plumbing, gas-burning, oil-burning, air-conditioning and electrical fixtures, machinery and equipment of whatsoever kind and nature and all other personal property owned by the Mortgagor now or at any time hereafter in or on the Mortgaged Premises and in the buildings erected thereon used or useful in the operation of the Mortgaged Premises, whether or not attached to the real estate, and all additions to and substitutions and replacements of any of the above-described types and items of property, and any proceeds of any thereof, and with respect to the Mortgaged Premises, all leases and contracts already in existence and those to be created in the future, together with all rents and amounts

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to become due under existing or future leases, contract rights and accounts receivable; it being mutually agreed that all the aforesaid property owned by the Mortgagor and placed by it on the Mortgaged Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty and security for the said indebtedness and covered by this Mortgage, and as to the balance of the property aforesaid and all fixtures, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said property, securing indebtedness for the benefit of Mortgagee, and excluding from such Security Agreement all improvements, buildings, materials, movable fixtures and personal property affixed to or within the Mortgaged Premises which are owned by the tenants of space under occupancy leases, and their respective assignees and/or sublessees, unless such improvements, buildings and materials become Mortgagor's property as a result of a termination of such occupancy lease, in which event the aforesaid shall be subject to the lien hereof.

(iii) All awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking by eminent domain, either permanent or temporary, of all or any part of the said Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, said awards and compensation which are hereby assigned to Mortgagee, and upon default hereunder, Mortgagor does hereby authorize Mortgagee as its attorney-in-fact coupled with an interest and authorizes, directs and empowers such attorney, at the option of the attorney, on behalf of the Mortgagor, its successors and assigns, to adjust or compromise the claim for any such award and to collect and receive the proceeds thereof.

All of the above-mentioned real estate, buildings, improvements, fixtures, machinery, equipment, tenements, hereditaments and appurtenances, and other property interests are collectively referred to herein as the "Mortgaged Premises."

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TO HAVE AND TO HOLD the Mortgaged Premises hereby granted or mentioned or intended so to be, unto Mortgagee, its successors and assigns, to its or their own use forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived).

PROVIDED ALWAYS, that at such time as Miller Parking Company has performed all of the obligations and covenants as required of it pursuant to the Guaranty, then the estate hereby granted shall cease, terminate and become void, but otherwise shall remain in full force and effect.

AND MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Warranty of Title. Mortgagor represents that it presently possesses an unencumbered fee simple title to the Mortgaged Premises, except for those title objections not removed from the Loan Title Insurance Policy issued by Ticor Title Insurance Company of California to Mortgagee insuring the lien of this Mortgage, and that this Mortgage is a valid and enforceable first lien on the Mortgaged Premises. Mortgagor shall preserve such title and the validity and priority of the lien hereof and shall forever defend the same to Mortgagee, its successors and assigns, against the claims of any persons and parties whomsoever.

2. Payment of Guaranty. Mortgagor shall pay to Mortgagee or any subsequent holder of the Guaranty all sums due and payable under the Guaranty, punctually as and when the same shall become due by the terms thereof. Mortgagor will observe and perform all of the terms, provisions, conditions, covenants and agreements on the part of Mortgagor to be observed and performed under the Guaranty.

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3. Payment of Taxes and Other Charges. Mortgagor shall, prior to the date on which any interest or penalties shall commence to accrue thereon, cause to be paid and discharged, and shall furnish to Mortgagee proper receipts for all taxes, assessments, water and sewer rents and charges, and all other license or permit fees, levies, and governmental charges, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which are or may have been, or may hereafter be, charged, assessed, levied, confirmed or imposed upon or against the Mortgaged Premises, or any part thereof, by any lawful authority, or which may become a lien thereon, unless the same shall have been fully paid to Mortgagee as provided in Section 7 herein. Mortgagor shall not suffer, and shall promptly cause to be paid and discharged, any lien or charge whatsoever which by any present or future law may be or become superior to, or on a parity with, this Mortgage either in lien or in distribution out of the proceeds of any judicial sale of the Mortgaged Premises, or any part thereof, including reasonable attorney's fees for collection hereinafter provided for. Mortgagor will cause to be paid, when due, all charges for utilities on the Mortgaged Premises, whether public or private, and all rents and ground rents, if any, with respect to the Mortgaged Premises.

Notwithstanding the foregoing, Mortgagor may in good faith contest, by proper legal proceedings, the validity or amount of any such tax or charge, provided a default, as defined in Section 20 hereof, has not occurred, and Mortgagor either (i) pays the taxes in full under protest, or (ii) Mortgagor provides Mortgagee security satisfactory to Mortgagee assuring the payment of such contested tax or charge and any additional charge, penalty or expense which may arise from or be incurred as a result of such contest. The option of the Mortgagor under (ii) hereof shall only be available in the event such contest operates to suspend collection and is maintained and prosecuted with diligence, and Mortgagor shall pay such contested tax or charge

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and all costs and penalties, if any, and shall deliver to Mortgagee evidence acceptable to Mortgagee of such payment promptly, if such contest is terminated or discontinued adversely to Mortgagor, and in any event at least thirty days before the date any of the Mortgaged Premises may be sold or otherwise transferred because of non-payment of tax or charge.

Subject to said right of Mortgagor to contest such tax or charge and the expiration of any notice and grace period as provided in Section 20 without a cure, nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise to pay any tax or charge if not paid by the Mortgagor on or before the due date and to add the amount so paid to the outstanding principal balance of the Note.

4. Insurance. Mortgagor agrees to keep any buildings, structures, improvements and fixtures insured at all times throughout the term of this Mortgage (including any period or periods of time during which any buildings, structures and improvements are in the course of remodeling or construction) and to furnish the following to Mortgagee:

(a) Policies of insurance against loss or damage by fire, lightning, windstorm, hail, explosion, vandalism, malicious mischief and damage from aircraft and vehicles, and smoke damage from such other hazards as are presently included in standard "Extended Coverage" endorsements in Chicago, Illinois. The amount of such insurance shall be equal to the greater of 100% of the full replacement cost of the buildings, structures, improvements and fixtures without deduction for depreciation, or One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00). Such policies shall contain a replacement value endorsement, and shall provide for co-insurance only as Mortgagee may approve.

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(b) Flood hazard insurance as required by law or evidence that the Mortgaged Premises are not located in a flood hazard area.

(c) Comprehensive public liability insurance against claims for bodily injury or death and property damage occurring upon, in or about the Mortgaged Premises to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00).

(d) Such other insurance on the Mortgaged Premises, or any replacements or substitutions therefor, or additions thereto, and in such amounts as may from time to time be reasonably required by Mortgagee against other insurable hazards or casualties which at the time are commonly insured against in the case of premises similarly situated.

All insurance shall be subject to the reasonable approval of Mortgagee as to insurance companies, amounts, contents and form of policies and expiration dates, shall be placed with companies having a Best's Financial Rating of "A" or better and a size class rating of VII (7) or larger and shall include a New York Standard or other standard mortgagee clause in favor of and satisfactory to Mortgagee. Such policies shall not be cancelled or otherwise terminated without at least thirty (30) days' prior written notice to Mortgagee, except if such cancellation is due to nonpayment of premium in which event the Mortgagee shall receive at least ten (10) days prior written notice. The Mortgagor shall further cause to be provided to Mortgagee a thirty (30) day written notice of the expiration date of any insurance policy.

Mortgagor will deliver the originals of all such policies (or certificates evidencing insurance if the policies are master policies) to Mortgagee, and, not less than twenty (20) days prior to the expiration date of each such policy, will deliver to Mortgagee a renewal policy or policies (or

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certificates evidencing insurance if the policies are master policies) marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee. Mortgagor will not permit any condition to exist on the Mortgaged Premises which would wholly or partially invalidate the insurance thereon.

In the event of the occurrence of any loss or damage to the Mortgaged Premises, Mortgagor will give immediate written notice thereof to Mortgagee, and Mortgagee may make proof of loss thereof if not made promptly by Mortgagor. In the event Mortgagor does not proceed diligently to adjust and compromise any claims under such insurance, Mortgagee may adjust and compromise such claims and collect and receive the proceeds thereof and endorse drafts and Mortgagee is hereby irrevocably appointed attorney-in-fact of Mortgagor for such purposes. In such instance, each insurance company concerned is hereby authorized and directed to make payment under such policies, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft therefor.

Mortgagee shall have the right, at its election to retain and apply the proceeds of any casualty insurance to reduction of the indebtedness secured hereby, and/or to retain and apply the proceeds of any insurance on account of the liability of Miller Parking Company under the Guaranty, or to restoration or repair of the property damaged.

Mortgagor shall promptly comply with and conform to (a) all provisions of each insurance policy and (b) all requirements of the insurers thereunder, applicable to Mortgagor or any of the Mortgaged Premises, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Premises, even if such compliance necessitates structural changes or improvements or results in interference

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with the use or enjoyment of any of the Mortgaged Premises. Mortgagor shall not change the present use of any of the Mortgaged Premises in any manner which would permit the insurer to cancel or increase the premium for any insurance policy.

If Mortgagee shall acquire title to the Mortgaged Premises either by virtue of a deed in lieu of foreclosure, or a judicial sale thereof pursuant to proceedings under the Note or this Mortgage, then all of Mortgagor's estate, right, title and interest in and to all such policies, including unearned premiums thereon and the proceeds thereof, shall vest in Mortgagee.

If Mortgagor shall fail to procure, pay for and deliver to Mortgagee any policy or policies of insurance and/or renewals thereof as in this Section 4 required, Mortgagee, at its option, but without obligation to do so, may procure such insurance and pay the premiums therefor, and Mortgagor will repay to Mortgagee on demand any premiums so paid, with interest, and the same shall be secured by this Mortgage.

Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 4, unless Mortgagee is included thereon as a named insured with losses payable to Mortgagee under a standard mortgagee endorsement. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out, specifying the insurer and full particulars as to the policies evidencing the same.

5. Condemnation. In the event of any condemnation or taking of any part of the Mortgaged Premises by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the Mortgaged Premises by any public or quasi-public authority or corporation or by settlement with any body having the power of eminent domain, all proceeds (that is, the award or agreed compensation for the damages sustained) shall

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be deposited in an interest bearing escrow account with the Mortgagee to be held as collateral for the Guaranty. In the event of a default under this Mortgage or the Guaranty, the Mortgagee shall have the right to apply all sums held in the escrow account to the amount due under the Guaranty; otherwise, the entire escrow account shall be paid over to the Mortgagor at such time as the Guaranty is terminated. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval which shall not be unreasonably withheld.

If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness secured hereby with interest and other appropriate charges, Mortgagee shall have the right to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee is hereby authorized as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee shall be credited against the amounts due under this Mortgage.

Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party in any condemnation proceeding.

6. Additions, Alterations, Removals and Repairs.

Mortgagor shall not make additions and alterations to the Mortgaged Premises. Any additions or alterations shall be subject to the lien of this Mortgage.

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Mortgagor shall not cause or permit any building, structure or improvement or other property now or hereafter covered by the lien of this Mortgage and comprising part of the Mortgaged Premises to be removed or demolished in whole or in part, or any fixture comprising part of the Mortgaged Premises to be removed, severed or destroyed, without the prior written consent of Mortgagee. Notwithstanding the foregoing, Mortgagor may remove any fixture, and it shall thereafter be free of any security interest or lien created hereby, on condition that simultaneously with, or prior to such removal, such fixture shall be replaced with other property to perform the function of the property removed and of a value at least equal to that of the replaced property and free from any title retention or security agreement or other encumbrance. By such removal and replacement, Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage. Mortgagor will not abandon or cause or permit any waste to the Mortgaged Premises.

Throughout the term of this Mortgage, Mortgagor, at its sole cost and expense, will take good care of the Mortgaged Premises and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, and unforeseen and foreseen. All repairs and construction work on the Mortgaged Premises made by Mortgagor shall be done in a good workmanlike manner using materials of first rate quality and class. The necessity for and adequacy of repairs to the buildings and improvements pursuant to this Section 6 hereof shall be measured by the standard which is appropriate for structures of similar construction and class, provided that Mortgagor shall in any event make all repairs necessary to avoid any structural damage or injury to the buildings and improvements and to keep the buildings and improvements in a proper condition for their intended uses.

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Mortgagor will permit the Mortgagee and Mortgagee's representatives to enter the Mortgaged Premises at reasonable times to inspect the same. In case of any default under this Section 6, Mortgagee may at its option enter the Mortgaged Premises to protect, restore or repair any part thereof, but Mortgagee shall be under no obligation to do so. Mortgagor will repay to Mortgagee on demand any sums paid by Mortgagee to protect, restore or repair any part of the Mortgaged Premises, with interest thereon, and, until repaid, such sums and interest shall be added to the principal sum secured by this Mortgage.

Throughout the term of this Mortgage, Mortgagor, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and officers, and national or local Boards of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Mortgaged Premises, the maintenance and use thereof, whether or not such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural or otherwise, onto or over property contiguous or adjacent thereto. Mortgagor will comply with all orders and notices of violation thereof issued by any governmental authority. Mortgagor will pay all license fees and similar municipal charges for the use of the Mortgaged Premises and the other areas now or hereafter comprising part thereof or used in connection therewith and will not, unless so required by any governmental agency having jurisdiction, discontinue use of the Mortgaged Premises without prior written consent of Mortgagee.

7. Right to Remedy Defaults. In the event of Mortgagor's failure to pay the taxes, water and sewer rents,

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charges, claims, assessments, liens or encumbrances described in Section 3 hereof, or to furnish and pay for the insurance required in Section 4 hereof, or to keep the Mortgaged Premises in good condition and repair as provided in Section 6 hereof, Mortgagee may, at its option, subject to Mortgagor's rights as set forth in Sections 3, 4 and 6 hereof, pay any or all such items, together with penalties and interest thereon and procure and pay for such insurance and repairs, and Mortgagee may at any time and from time to time advance such additional sum or sums as Mortgagee in its sole discretion may deem necessary to protect the security of this Mortgage. All such sums to be paid or advanced by Mortgagee shall immediately and without demand be repaid by Mortgagor, together with interest thereon at a rate which shall be three percent (3.0%) higher than the then effective rate provided in the Note and shall be added to the principal indebtedness secured by this Mortgage.

8. Leases; Management.

(a) Mortgagor hereby represents that there are no leases or subleases or agreements to lease or sublease all or any part of the Mortgaged Premises (the "Leases") now in effect, except those certain leases assigned by Mortgagor to Mortgagee pursuant to an Assignment of Leases of even date herewith. Mortgagor covenants and agrees that all future Leases affecting the Mortgaged Premises shall be subject to review and approval by Mortgagee and will be subordinate to the lien of this Mortgage. Notwithstanding anything to the contrary herein contained, in the event Mortgagee approves of any lease upon the request of Mortgagor, Mortgagee will execute a Lease Subordination, Attornment, Non-disturbance and Estoppel Agreement in form and content reasonably acceptable to Mortgagee.

Mortgagor shall promptly (i) perform all of the provisions of the Leases on the part of the landlord thereunder to be performed; (ii) enforce all of the material provisions of

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the Leases on the part of the tenants thereunder to be performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations of Mortgagor as landlord or of the tenants thereunder; and (iv) deliver to Mortgagee, within ten (10) days after a request by Mortgagee, but not more frequently than once in each year unless Mortgagor is in default hereunder, a written statement containing the names of all tenants, the terms of all Leases and the spaces occupied and rentals payable thereunder, and a statement of all Leases which are then in default, including the nature and magnitude of the default.

In the event of default by Mortgagor and the enforcement by Mortgagee of any remedy under this Mortgage, the tenant under each Lease which is subordinate to this Mortgage shall at Mortgagee's request attorn to Mortgagee or any other person succeeding to the interest of Mortgagee as a result of such enforcement and shall recognize Mortgagee or such successor in interest as landlord under the Lease without change in the provisions thereof; provided, however, that Mortgagee or such successor in interest shall not be bound by (i) any payment of an installment of rent or additional rent which may have been made more than thirty (30) days before the due date of such installment or sixty (60) days before the end of the period covered by such installment, or (ii) any amendment or modification to the Lease made without the written consent of Mortgagee or such successor in interest. The failure to make any such tenants parties defendant to any foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby and by the Note or to collect any deficiency remaining unpaid after a foreclosure sale of the Mortgaged Premises.

No existing or future Lease for any portion of the Mortgaged Premises shall be entered into, cancelled or

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surrendered, assigned or modified without Mortgagee's prior written consent. Further, Mortgagor shall not permit or suffer an assignment or sublease of any Lease without Mortgagee's prior written consent. Mortgagor shall not accept payment of rent more than one (1) month in advance without Mortgagee's prior written consent. Mortgagor shall notify the Mortgagee immediately of any default asserted by any tenant. If Mortgagor fails to cure such default on its part, as landlord in any of the Leases, then Mortgagor expressly authorizes Mortgagee, at its option, to cure such default in order to prevent termination of any Lease by any tenant. As used herein, "default" is a default by Mortgagor under a Lease which default affords a tenant the right to cancel such Lease or to claim any diminution of or offset against future rents under a Lease.

(b) Mortgagor shall not enter into any agreement for the management, operation, sale or marketing of all or part of the Mortgaged Premises, or modify any existing agreement, without (i) furnishing to Mortgagee a copy of the management agreement together with such information with respect to the managing party as Mortgagee may reasonably request, (ii) receiving Mortgagee's prior written consent thereto, such consent not to be unreasonably withheld, (iii) assigning to Mortgagee all interest and rights of Mortgagor under the management agreement, and (iv) causing the management agent to execute a subordination and attornment agreement in favor of Mortgagee, and in form and content satisfactory to Mortgagee.

9. Financial Reports; Required Notices.

(a) During the term of the Loan, and at such intervals as Mortgagee may reasonably prescribe, (but not more frequently than annually), Mortgagor shall furnish or cause to be furnished to Mortgagee a statement of gross income and expenses for the twelve (12) month period relating to the operation of the Mortgaged Premises within ninety (90) days at the end of such

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twelve (12) month period, all in reasonable detail and prepared in accordance with generally accepted accounting principles consistently applied.

(b) Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

(i) a fire or other casualty causing damage to the Mortgaged Premises;

(ii) receipt of notice of eminent domain proceedings or condemnation of all or any part of the Mortgaged Premises;

(iii) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Premises;

(iv) receipt of any default or termination notice from any tenant of all or any portion of the Mortgaged Premises, excluding the normal expiration of any Leases;

(v) receipt of any default or acceleration notice from the holder of any lien or security interest in the Mortgaged Premises or any portion thereof; or

(vi) commencement of any material litigation affecting the Mortgaged Premises.

10. Additional Loans. The security of this Mortgage shall extend to and cover any additional loans or advances made by Mortgagee to Mortgagor at any time or times hereafter.

11. No Additional or Secondary Financing. Without the prior written consent of Mortgagee, Mortgagor shall not create or cause or permit to exist any lien on, or security interest in the

Mortgaged Premises, or any portion thereof, or against Miller Parking Company, including any furniture, fixtures, appliances, equipment, or other items of personal property owned by Mortgagor which are intended to be or become part of the Mortgaged Premises, and shall not incur any secured indebtedness which is secured by the Mortgaged Premises for money borrowed to purchase the Mortgaged Premises or any part thereof, other than the indebtedness secured hereby, without prior written consent of the Mortgagee.

Mortgagor shall promptly discharge, at Mortgagor's cost and expense, all monetary liens, encumbrances and charges upon the Mortgaged Premises, or any part thereof or interest therein; provided, however, that Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge if Mortgagor shall obtain a bond or other security satisfactory to Mortgagee in such amount as Mortgagee shall reasonably require, but not more than one hundred twenty-five percent (125%) of the amount of the claim, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, or alternatively, cause a title insurance company acceptable to Mortgagee to issue title insurance to Mortgagee without exception for such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

Mortgagor shall have no right to permit the holder of any subordinate mortgage or other subordinate lien, whether or not consented to by Mortgagee, to terminate any Lease of all or a portion of the Mortgaged Premises whether or not such Lease is

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subordinate (whether by law or the terms of such lease or a separate agreement) to the lien of this Mortgage without first obtaining the prior written consent of Mortgagee. The holder of any subordinate mortgage or other subordinate lien shall have no such right, whether by foreclosure of its mortgage or lien or otherwise, to terminate any such Lease, whether or not permitted to do so by Mortgagor or as a matter of law, and any such attempt to terminate any such Lease shall be ineffective and void.

12. Transfer of Title. Any change, transfer, liquidation or diminishment of the ownership of Mortgagor in the Mortgaged Premises or any part thereof, or any interest or title therein, legal or equitable, or the sale of all or substantially all of the assets of Mortgagor, or the dissolution of Mortgagor, or any transfer of the benefits of the Loan, direct or indirect, or any attempted change, transfer, liquidation or diminishment of the ownership or attempted transfer of the benefits of the Loan, or the attempted sale of all or substantially all of the assets of the Mortgagor or the attempted dissolution of the Mortgagor, without Mortgagee's prior written approval, including such conditions as Mortgagee may impose, shall be an event of default under this Mortgage and the Guaranty, and in such event the whole unpaid balance of the principal indebtedness secured by the Guaranty, together with all interest thereon and all other sums hereby secured, shall, at Mortgagee's option, become due and payable immediately, without notice, and shall be recoverable by Mortgagee forthwith or at any time thereafter without stay of execution or other process. Any consent given by Mortgagee hereunder shall pertain only to the proposed transfer of title for which the consent was requested and shall not obligate Mortgagee to approve any further transfers or relieve any person or entity of liability to pay any amount secured hereby.

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13. Security Agreement. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the State of Illinois and creates a security interest in all that property (and the proceeds thereof) included in the Mortgaged Premises which constitutes "personal property". Mortgagor shall execute, deliver, file and refile any financing statements, continuation statements, or other security agreements Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee Attorney-in-Fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor. Notwithstanding any release of any or all of that property included in the Mortgaged Premises which constitutes "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the obligations of Mortgagor as are now or hereafter evidenced by the Note. Mortgagee may exercise any and all remedies of a secured party available to it under the Uniform Commercial Code of Illinois with respect to such property, and it is expressly agreed in accordance with the provisions of the Uniform Commercial Code of Illinois that ten (10) days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under the provisions of the Uniform Commercial Code of Illinois requiring such notice; provided, however, that Mortgagee may, at its option, dispose of the collateral in accordance with Mortgagee's rights and remedies with respect to real property pursuant to the provisions of this Mortgage and Security Agreement in lieu of proceeding under the Uniform Commercial Code of Illinois.

14. Corporate Existence and Taxes. If Mortgagor or any successor or grantee of Mortgagor is a corporation it shall keep in effect its existence and rights as a corporation under the laws of its state of incorporation and comply with all

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statutory requirements as necessary to keep in effect its right to own, lease, mortgage and encumber the Mortgaged Premises. For all periods during which title to the Mortgaged Premises or any part thereof shall be held by a corporation or association subject to corporate taxes or taxes similar to corporate taxes, such entities shall file returns for such taxes with the proper authorities, bureaus or departments and it shall pay, when due and payable and before interest or penalties are due thereon, all taxes owing by it to the United States, to such state of incorporation and to the in which the Mortgaged Premises is situated and any political subdivision thereof, and shall produce for Mortgagee receipts showing payment of any and all such taxes, charges or assessments prior to the last dates upon which such taxes, charges or assessments are payable without interest or penalty charges, and within ten (10) days of receipt thereof or within the applicable time deadline, whichever time period is longer, all settlements, notices of deficiency or overassessment and any other notices pertaining to the its tax liability, which may be issued by the United States, such state of incorporation, the state in which the Mortgaged Premises are situated and any political subdivision thereof.

15. Taxes. In the event of the passage after the date of this Mortgage of any law of the State of Illinois, the Commonwealth of Pennsylvania or any other governmental entity, changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, for federal, state or local purposes (except federal or state income taxes or bank shares tax), or the manner of the operation of any such taxes, so as to affect the interest of Mortgagee, then and in such event, Mortgagor shall bear and pay the full amount of such taxes.

16. Zoning and Environmental Laws. Mortgagor covenants and represents that all applicable zoning laws, ordinances and regulations affecting the Mortgaged Premises permit the construction, use and occupancy of the Improvements as

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contemplated by the Loan Security Documents and Mortgagor further covenants and represents to comply with all environmental and ecological laws, ordinances and regulations affecting the Mortgaged Premises.

17. Inspection. Mortgagee and any persons authorized by Mortgagee shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Mortgaged Premises at a reasonable hour to inspect and photograph its condition and state of repair.

18. Advance by Mortgagee. Upon the occurrence of an event of default (or, in the case of an emergency materially threatening the Mortgaged Premises or Mortgagee's rights therein, the occurrence of an event which if uncured will constitute an event of default with the passage of time), Mortgagee may (but is not obligated to) pay any sum or perform any other obligation for the account of Mortgagor which Mortgagor has failed to pay or perform, and sums so spent by Mortgagee shall be added to the principal sum secured by this Mortgage and be repayable by Mortgagor on demand, and shall bear interest at the Default Rate as specified in the Note.

19. Extensions; Release of Security. The granting of an extension or extensions of time by Mortgagee with respect to the performance of any obligation of the Mortgagor under this Mortgage, the Note, or the Guaranty, or the taking of any additional security, or the waiver by Mortgagee or failure by Mortgagee to enforce any provision of this Mortgage, the Note or the Guaranty or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the right of Mortgagee to exercise all rights or remedies stipulated herein and therein.

Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the

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existence at that time of any inferior liens thereon, may release any part of the security described herein or any person liable for any indebtedness secured hereby without affecting the priority of the lien of this Mortgage to the full extent of the indebtedness remaining unpaid hereunder. Mortgagee may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.

In the event Mortgagee (a) releases, as aforesaid, any part of the security described herein or any person liable for any indebtedness secured hereby, or (b) grants an extension of time on any payments of the indebtedness secured hereby, or (c) takes other or additional security for the payment thereof, or (d) waives or fails to exercise any right granted herein or in the Note, said act or omission shall not release Mortgagor, Miller Parking Company, subsequent purchasers of the Mortgaged Premises or any part thereof, or the makers or the Guarantor of this Mortgage or of the Note, from any covenant of this Mortgage or of the Note, nor preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

20. Events of Default. The following shall constitute events of default hereunder:

(a) if Miller Parking Company fails to pay any sum required to be paid under the terms of the Guaranty, with or without demand, when and as the same shall become due and payable

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and such default shall have continued for a period of five (5) days after the day on which written notice of same is given by Mortgagee to Miller Parking Company; or

(b) if default shall be made in the due observance or performance of or compliance with any of the other provisions, warranties, covenants, agreements, terms or conditions of this Mortgage or the Guaranty, and such default shall have continued for a period of thirty (30) days after notice specifying such default and demanding that the same be cured shall have been given to Mortgagor, or if the default cannot reasonably be remedied within such period, if Mortgagor fails to commence to remedy the same within thirty (30) days and vigorously thereafter to carry the same to completion; provided, however, that if the default is such that a delay in the exercise of a remedy would in Mortgagee's reasonable judgment cause material harm to Mortgagee or the Mortgaged Premises, Mortgagor shall not be entitled to such period of grace; or

(c) if any proceeding under the Bankruptcy Code or any law of the United States or any State relating to insolvency, receivership or debt adjustment is instituted by Miller Parking Company, or any legal or beneficial owner of Miller Parking Company, or if any such proceeding is instituted against Miller Parking Company, or any legal or beneficial owner of Miller Parking Company, and is consented to by the respondent or remains undismissed for sixty (60) days, or if relief in bankruptcy is granted to Mortgagor, any legal or beneficial owner of Miller Parking Company, or if a trustee or receiver is appointed for any substantial part of the property of any thereof and such appointment shall not have been vacated within sixty (60) days thereafter, or if Miller Parking Company or any legal or beneficial owner of Miller Parking Company makes an assignment for the benefit of creditors, admits in writing an inability to pay debts generally as they become due or becomes insolvent; or

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(d) if any representation or warranty made by Mortgagor in any instrument which pertains to this Mortgage proves to be materially incorrect, now or hereafter; or

(e) if any improvement essential to the continued operation of the Mortgaged Premises is substantially damaged or destroyed by an uninsured casualty; or

(f) if Mortgagor defaults under any lease covering the Mortgaged Premises or any portion thereof wherein Mortgagor or its successor or assigns is Lessor, and such default is not cured within the applicable grace period set forth in such lease.

21. Remedies. In the event of default, and after applicable cure periods, if any, Mortgagee may, at its option and notwithstanding any contrary provisions in the Guaranty, without further demand, notice or delay, do any or all of the following:

(a) Mortgagee may declare all sums due hereunder and under the Guaranty to be immediately due and payable. Thereafter, the default may be cured only by the payment of all other sums due and payable hereunder and under the Guaranty. Upon default, interest shall continue to accrue at a rate equal to three percent (3.0%) per annum in excess of the then effective interest rate being charged on the principal balance of the Loan (the "Default Rate") at such time, but not to exceed the highest rate permitted by law, until the Loan is paid in full.

(b) Mortgagee may (i) institute and maintain an action of mortgage foreclosure against any of the Mortgaged Premises, (ii) bid for and purchase the Mortgaged Premises upon any such

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foreclosure sale, and upon compliance with the terms of the sale, hold, retain and possess and dispose of the Mortgaged Premises in its own absolute right without further accountability, (iii) institute and maintain an action on the Guaranty against Miller Parking Company or on any guaranty agreement executed by any guarantor, (iv) take such other action at law or in equity for the enforcement of any related document against Mortgagor. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due under paragraph (a) of this Section 21, together with interest on such sums as provided in the Guaranty, all costs of suit and a reasonable attorney's commission. In addition to all other interest and costs required to be paid hereby and under the Guaranty, whether before or after judgment, interest at a rate equal to three percent (3.0%) per annum in excess of the rate provided in the Note, but not greater than permitted by law, shall be due on any judgment obtained by Mortgagee until actual payment is made of the full amount of the judgment by the Sheriff or otherwise.

(c) Mortgagee may, without releasing Mortgagor from any obligation under this Mortgage or the Guaranty or under any Lease or waiving any default: (i) collect any or all of the rents, including any rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of Mortgagor under any Lease, or (iii) enforce any obligation of any tenant or any of the Mortgaged Premises. Mortgagee shall not be obligated to do any of the foregoing, even if Mortgagee have performed any obligation or exercised any remedy of landlord or enforced any obligation of a tenant. Mortgagee may exercise any right under this paragraph (c) whether or not Mortgagee shall have entered into possession of any of the Mortgaged Premises; and nothing herein contained shall be construed as constituting Mortgagee a

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"mortgagee in possession" unless Mortgagee shall have entered into and shall remain in actual possession of the Mortgaged Premises. Mortgagor hereby authorizes and instructs each and every present and future tenant of any of the Mortgaged Premises to pay all rents directly to Mortgagee and to perform all other obligations of that tenant for the direct benefit of Mortgagee, as if Mortgagee were the landlord under the Lease with that tenant. Immediately upon receipt of a demand by Mortgagee to make such payment or perform such obligations. No tenant shall have any responsibility to ascertain whether such demand is permitted hereunder or whether a default shall have occurred. Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of rents or performance of obligations to Mortgagee; and any such payment or performance to Mortgagee shall discharge the obligations of the tenant to make such payment or performance to Mortgagor. Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from any and all liability under any lease and from any and all claims and demands which may be asserted against Mortgagee by reason of any alleged obligations to perform any provision of any lease, except as to Mortgagee's own negligence or willful misconduct.

(d) Mortgagee may, without releasing Mortgagor from any obligation under this Mortgage or the Guaranty or under any Lease or waiving any default, enter upon and take possession of any of the Mortgaged Premises, with or without legal action and by force if necessary, or have a receiver appointed without proof of depreciation or inadequacy of the value of the Mortgaged Premises or other security or proof of the insolvency of Mortgagor. Mortgagee or said receiver may manage and operate any

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of the Mortgaged Premises; make, cancel, enforce or modify Leases; obtain and evict tenants; establish or change the amount of any rents; and perform any acts which Mortgagee deems proper to protect the security of this Mortgage. After deduction of all costs and expenses of operation and management of the Mortgaged Premises and of collection of the rents (including attorneys' fees, administration expenses, management fees and brokers' commissions), Mortgagee may apply the rents received by Mortgagee to the payment of any or all of the following, in such order and amounts as Mortgagee, in its sole discretion, may elect: liens on any of the Mortgaged Premises, taxes, claims, insurance premiums, other carrying charges, invoices of persons who have supplied goods or services to or for the benefit of any of the Mortgaged Premises, costs and expenses of maintenance, repair, restoration, alteration or improvement of any of the Mortgaged Premises, the outstanding principal balance of the Loan, or accrued interest. Mortgagee may, in its sole discretion, determine the method by which, and extent to which, the rents will be collected and obligations of tenants enforced. Mortgagee may waive or fail to enforce any right or remedy of the landlord under a lease. Mortgagee shall not be accountable for any rents or other sums it does not actually receive. Upon and after default, Mortgagor hereby appoints Mortgagee as its attorney-in-fact to perform all acts which Mortgagor is required or permitted to perform under any and all leases.

(e) Mortgagee may disaffirm and cancel any Lease which is subordinate to this Mortgage at any time before the expiration of sixty (60) days after Mortgagee acquires the legal title to the Mortgaged Premises by any transfer pursuant to the exercise of a remedy hereunder or otherwise, even though Mortgagee shall have enforced such Lease, collected rents thereunder or taken any action that might be deemed by law to constitute an affirmation of the Lease. Such disaffirmance shall be made by notice addressed to the tenant at the Mortgaged Premises or, at Mortgagee's

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option, such other address of the tenant as may be provided in that tenant's Lease.

(f) Mortgagee may take possession of any of the Mortgaged Premises and may sell such property pursuant to the provisions of the Uniform Commercial Code of the State of Illinois and exercise such other rights and remedies with respect to such property as may be provided by said Code. Mortgagee may apply the proceeds of such sale received by Mortgagee to the payment of any or all of the following, in such order and amounts as Mortgagee, in its sole discretion, may elect: Liens on any of the Mortgaged Premises, taxes, claims, insurance premiums, other carrying charges, invoices of persons who have supplied goods or services to or for the benefit of any of the Mortgaged Premises, costs and expenses of maintenance, repair, restoration, renovation, alteration or improvement of any of the Mortgaged Premises, the outstanding sums due under the Guaranty.

(g) Mortgagee may apply on account of the indebtedness hereby secured the balance of the accumulated installment payments made by Mortgagor for taxes, water and sewer rents and insurance premiums under Section 7 above.

(h) Marshalling of assets principles shall not govern any foreclosure sale and the fee simple title, unencumbered by any leasehold, is to be the asset sold at said foreclosure sale.

22. Remedies Cumulative. Mortgagee may exercise all of the rights and remedies provided in this Mortgage or the Guaranty, or which may be available to Mortgagee by law, and all such rights and remedies shall be cumulative and concurrent and may be pursued singularly, successively or together, at Mortgagee's sole discretion, and may be exercised as often as occasion therefor shall occur. Any real estate sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Guaranty or this Mortgage or to any judicial proceedings

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under the Mortgage, may be sold in one parcel, in its entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion, may elect.

23. Waivers by Mortgagor. Mortgagor hereby waives and releases (a) all technical errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage, (b) all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the Mortgaged Premises or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing any stay of execution, exemption from civil process, extension of time for payment, or rights of redemption, (c) all notices not herein elsewhere specifically required of Mortgagor's default or of Mortgagee's exercise of, or election to exercise, any option under this Mortgage, (d) any present or future statute of limitation or moratorium law or any other present or future law, regulation or judicial decision which provides for any stay of execution, marshalling of assets, exemption from civil process, redemption, extension of time for payment or valuation of appraisal of any of the Mortgaged Premises, (e) any right pursuant to any law now existing or hereafter enacted to cure any default following acceleration by payment of less than the entire outstanding principal balance outstanding, together with accrued interest thereon and all other sums due pursuant to the terms of the Guaranty or this Mortgage, (f) any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, excepting any decree or judgment creditors of Mortgagor acquiring any interest or title to the Mortgaged Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the fullest extent permitted by the provisions of Illinois law.

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24. No Waiver Implied. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms, covenants, agreements, conditions and provisions hereof shall not be deemed to be a waiver of any of the terms, covenants, agreements, conditions and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms, covenants, agreements, conditions and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the consent of the Mortgagee to the filing of any map, plat or replat of the Mortgaged Premises, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and Mortgagee extending the time of payment or modifying the terms of the Guaranty or Mortgage without first having obtained the consent of Mortgagor or such other person, and in the latter event, Mortgagor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Premises, Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for the indebtedness and may extend the time of payment or otherwise modify the terms of the Guaranty or this Mortgage, or both,

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without, as to the security of the remainder thereof, impairing or affecting the lien of this Mortgage or the priority of such lien as security for the payment of the indebtedness as it may be so extended or modified over any subordinate lien. For the payment of the indebtedness secured hereby Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

25. Counsel Fees. If Mortgagee retains the services of counsel in order to cure any default under this Mortgage or the Guaranty, reasonable attorney's fees shall be payable by Mortgagor to Mortgagee and shall be secured hereby. Mortgagor shall pay the cost of any required title search and all other costs incurred by Mortgagee in connection with proceedings to recover any sums secured hereby. Mortgagor shall also pay any reasonable charge incurred by Mortgagee in connection with the satisfaction of this Mortgage of record.

If Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Premises or title thereto, the lien created by this Mortgage or Mortgagee's interest therein, or following an event or events of default hereunder if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of this Mortgage or the Note, Mortgagee's advanced costs, expenses and reasonable counsel fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor, on demand, with interest at three percent (3%) above the effective rate set forth in the Note, but not greater than permitted by law, and until paid such costs, expenses and fees shall be deemed to be part of the indebtedness evidenced by this Mortgage or the Guaranty.

26. Declaration of No Set-Off. Mortgagor represents to Mortgagee that it has no knowledge of any offsets, counterclaims or defenses to the principal indebtedness secured

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hereby, or to any part thereof, or the interest thereon, either at law or in equity. Mortgagor, within three (3) days upon request in person or within ten (10) days upon request by mail, will furnish a duly acknowledged written statement in form satisfactory to Mortgagee stating either that Mortgagor knows of no offsets or defenses existing against the indebtedness evidenced by the Guaranty and secured by this Mortgage, or if such offsets or defenses are alleged to exist, the nature and extent thereof. Mortgagee agrees to provide to Mortgagor a written statement within ten (10) days upon request by mail that, if applicable, Mortgagor is not in default under the terms of this Mortgage.

27. Representations and Warranties. Mortgagor and Miller Parking Company represent that: (a) Mortgagor is a national banking association duly organized under the laws of the United States of America, and has the authority to conduct business in the State of Illinois, (b) Mortgagor has been duly and validly appointed Trustee for Miller Parking Company, pursuant to the terms of a Trust Agreement dated February 2, 1971, and known as Trust No. 34405; (c) Miller Parking Company is a corporation existing under the laws of the State of Illinois and has the authority to conduct business in the State of Illinois; (d) Mortgagor and Miller Parking Company have the requisite power and authority to execute the Mortgage and the Guaranty and perform the obligations hereunder and thereunder; (e) the transactions contemplated in the Loan Security Documents are and will be in all respects binding obligations of the respective parties thereto in accordance with their respective provisions; (f) all information, reports, papers and data given to Mortgagee with respect to any of the Mortgaged Premises, the Mortgagor and Miller Parking Company is accurate in all material respects necessary to make the information therein not misleading and complete insofar as completeness may be necessary to give Mortgagee accurate knowledge of the subject matter, and there has been no material adverse change in any condition or fact stated

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therein; (g) no portion of the Mortgaged Premises has been damaged by fire or other casualty which is not now fully restored; and (h) no notice of taking by eminent domain or condemnation of any of the Mortgaged Premises has been received by Mortgagor, and Mortgagor has no knowledge that any of such is contemplated.

28. Invalid Provisions Disregarded. If any term or provision of this Mortgage or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and be enforced to the fullest extent permitted by law.

29. Applicable Law. This Mortgage is given as security for real estate situate in the State of Illinois, but the Loan secured hereby shall be deemed made under and governed by the laws of the Commonwealth of Pennsylvania in all respects, including matters of construction, performance and enforcement, but excluding however, principles of conflicts of law, and except to the extent that the procedural laws of the State of Illinois shall apply to any action commenced by Mortgagee in pursuit of a remedy under this Mortgage.

30. Notices. All Notices shall be given to Mortgagor at:

Harris Trust and Savings Bank, as Trustee
Trust No. 34405

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And

Martparc Associates Limited Partnership
c/o First Columbia Corporation
230 East Ohio Street
Suite 400
Chicago, IL 60611

With Copy to:

Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, IL 60601
Attention: Lee I. Miller

And

Miller Parking Company
400 Renaissance Center
Suite 808
Detroit, MI 48243
Attention: Martin Stein

and Mortgagee at:

Dollar Bank, Federal Savings Bank
Vice President, Real Estate
P.O. Box 1075
Pittsburgh, PA 15230

Except as otherwise provided in this Mortgage, all notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes when delivered in person or three (3) days after being deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, directed to the party to receive the same at its address stated above or at such other address as may be substituted by notice given as herein provided.

31. Captions. The captions appearing in this Mortgage are inserted solely for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

32. Construction. The word "Mortgagor" whenever used herein is intended to and shall be construed to mean Harris Trust

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and Savings Bank, its successors and assigns and Miller Parking Company, its successors and assigns. All covenants, promises, agreements, authorizations, waivers, releases, options, undertakings, rights and benefits made or given herein by Mortgagor shall bind Mortgagor as fully as though such entity was specifically named herein whenever the term "Mortgagor" is used. The obligation of each and every party hereto, and also the authority and powers conferred herein, shall inure to the benefit of and bind each and every party hereto its respective successors and assigns.

33. Subsidence and Physical Damage to Mortgaged Premises. In case of any subsidence or the threat of such subsidence on the surface or of any physical damage to the Mortgaged Premises, the Mortgagee shall have the right to expend such sums to as in its judgment may be necessary or desirable to protect the Mortgaged Premises from damage by reason thereof and to add the cost and expenses thereof to the unpaid balance of the Loan, and all sums so expended shall bear interest at the interest rate set forth in the Note and shall be secured hereby or, in the alternative, Mortgagee may, in its discretion, declare the indebtedness to be due and payable upon notice to Mortgagor.

34. Further Assurances. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refiled, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, continue and preserve the obligations of Mortgagor under the Guaranty and this Mortgage, and the lien of this Mortgage as the first and prior lien upon all of the Mortgaged Premises, whether now owned or

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hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, financing statements, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and Attorney-in-Fact of Mortgagor to do so.

35. After Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intending to be used solely in connection with or with the operation of the Mortgaged Premises or any part thereof.

36. Limited Liability of Mortgagor. This Mortgage is executed by Harris Trust and Savings Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on said Harris Trust and Savings Bank as Trustee as aforesaid, or on said Harris Trust and Savings Bank personally to pay the said 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder. Each original and successive holder of this Mortgage accept the same upon the express condition that in case of default in the payment of this Mortgage, or of any installment thereof, the sole remedy against the Mortgagor shall be by foreclosure of the Mortgage given to secure the indebtedness evidenced by this Mortgage in accordance with the terms and provisions of the Mortgage, by enforcement of the Assignment of Leases and Rents with respect to the Mortgaged Premises, or by action to enforce other security given to secure payment of the Loan; provided, however, nothing herein shall limit or otherwise affect the remedies afforded the holder hereof

under the terms of the Limited Agreement of Guaranty and Suretyship.

37. Hazardous Materials. Mortgagor covenants and represents (1) that the Mortgaged Premises do not contain and that Mortgagor will not cause or permit the Mortgaged Premises to contain (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is (i) regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by Resource Conservation Recovery Act, the Comprehensive and Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and the Clean Water Act or any other federal, state, county, regional, local, or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Mortgaged Premises or the owners of Property adjacent to the Mortgaged Premises; and either (ii) present in amounts in excess of that permitted or deemed safe under applicable law or (iii) handled, stored or otherwise used in any way which is prohibited or deemed unsafe under applicable law. (The substances described in (a), (b), (c) or (d) above are referred to collectively herein as "Hazardous Materials"); (2) that the Mortgaged Premises are not now being used (except by tenants in the ordinary course of business and in compliance with applicable laws) nor, to Mortgagor's best knowledge after reviewing all studies, reports and other documents in Mortgagor's possession, have ever been used (except by tenants in the ordinary course of business and in compliance with applicable laws) for any activities involving, directly or indirectly, the use, generation, treatment, storage, transportation, or disposal of any Hazardous Materials; and (3) that neither the Mortgaged Premises nor Mortgagor is subject to

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any existing, pending, or threatened investigation or inquiry by any governmental authority, or any remedial obligations under any applicable laws, rules, or regulations pertaining to health or the environment. Mortgagor shall not install, store, use, treat, transport, or dispose (or knowingly permit or acquiesce in the installation, storage, use, treatment, transportation or disposal by Mortgagor, its agents, employees, independent contractors or tenants) on the Mortgaged Premises of any Hazardous Materials. In the event of any such installation, storage, use, treatment, presence, transportation or disposal, whether previously existing or hereafter occurring, and whether by Mortgagor or any predecessor in title, or any employees, agents, contractors or third parties, and whether or not known of by Mortgagor or knowingly permitted or acquiesced in by Mortgagor, Mortgagor shall remove any such Hazardous Materials (other than asbestos, which shall only be removed (i) if required to comply with this Section or (ii) if required by law, rule, regulation or order of competent authority), and otherwise comply with the regulations or orders of such authority, all at the expense of Mortgagor. If Mortgagor shall fail to proceed with such removal or otherwise comply with such regulations or orders as soon as reasonably possible, and in any case within the cure period permitted under the applicable federal, state or local regulation or order, Mortgagee may declare this Mortgage to be in default and may, but shall not be obligated to, do whatever is necessary to eliminate such Hazardous Materials from the Mortgaged Premises or otherwise comply with the applicable regulation or order, and the cost thereof 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. Mortgagor shall give to Mortgagee and its agents and employees access to the Mortgaged Premises for such purposes and hereby specifically grants to Mortgagee a license effective upon expiration of the applicable cure period referenced in the preceding sentence to remove the Hazardous Materials. Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against all loss, damage, and

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expense (including, without limitation, attorney's fees and costs incurred in the investigation, defense, and settlement of claims) that Mortgagee may incur as a result of or in connection with the assertion against Mortgagee of any claim relating directly or indirectly, in whole or in part, to the presence or removal of any Hazardous Materials, or relating to any activity on or off the Mortgaged Premises, previously existing or hereafter occurring, and whether such activity was carried on by Mortgagor or any predecessor in title or any employees, agents, contractors or third parties, if such activity involved Hazardous Materials, in whole or in part, directly or indirectly, or noncompliance with any federal, state, or local laws, rules, regulations, or orders relating thereto.

Mortgagor shall promptly notify Mortgagee in writing of any order or pending or threatened action by any regulatory agency or other governmental body, or any claims made by any third party, relating to Hazardous Materials on, or emanations from the Mortgaged Premises, and shall promptly furnish Mortgagee with copies of any correspondence or legal pleadings in connection therewith.

In addition, Mortgagee shall have the right, but shall not be obligated, to notify any state, federal or local governmental authority of information which may come to its attention with respect to Hazardous Materials on or emanating from the Mortgaged Premises and Mortgagor irrevocably releases Mortgagee from any claims of loss, damage, liability, expense or injury relating to or arising from, directly or indirectly, any such disclosure.

The liability of Mortgagor to Mortgagee under the covenants of this Section shall survive any foreclosure of this Mortgage or any transfer of the Mortgaged Premises by deed in lieu of foreclosure.

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At any time hereafter terminating only upon repayment in full of the indebtedness secured hereby (and for such purpose of repayment from proceeds of foreclosure sale shall not be deemed repayment of such indebtedness), Mortgagee may require Mortgagor to provide Mortgagee, at the expense of Mortgagor, an inspection or audit of the Mortgaged Premises, prepared by a qualified consultant approved by Mortgagee, in form and substance satisfactory to Mortgagee, certifying as to the presence of absence of Hazardous Materials, or to permit Mortgagee to so inspect or audit the Mortgaged Premises at Mortgagor's expense, and Mortgagor hereby grants Mortgagee, its employees, agents and independent contractors, the right to enter upon the Mortgaged Premises for the purpose of conducting tests, soil borings, the installation of monitoring wells and such other tests as Mortgagee deems necessary or desirable.

If the Mortgaged Premises now or hereafter contain any material or product containing more than 0.1 percent asbestos by weight, Mortgagor shall prepare, implement, and comply with on an ongoing basis a written asbestos operations and maintenance program prepared by a qualified environmental consultant. Such program shall assure that (a) all persons are protected from any release of asbestos fibers, and (b) asbestos fibers are not distributed or released on the Mortgaged Premises during maintenance, repairs, alterations or improvements. Any removal of asbestos or any work on the Mortgaged Premises affecting asbestos shall be accomplished in full accordance with such program.

38. Satisfaction of Mortgage. The Mortgagee agrees to satisfy this Mortgage and indicate on the records of Cook County, Illinois, at such time as the Project (as said term is defined in the certain Commitment Letter dated July 22, 1988 from Mortgagee to Borrower, the terms of which Commitment Letter are incorporated herein by reference) generates a "Debt Service Coverage Ratio" equal to at least 1.10x for a period of twelve (12) consecutive months as supported by certified operating

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statements of the Project submitted to Mortgagee, prepared by an independent certified public accountant according to generally accepted accounting principles consistently applied. "Debt Service Coverage Ratio" shall be defined as the ratio of overall net operating income received from the Project divided by actual debt service on the Loan. As used herein, the term "Net Operating Income" shall equal the total operating revenues received from the Mortgaged Premises less all deductions from income, such as administrative and general expense (including without limitation all management fees, advertising promotional costs, utility and energy costs, taxes and charges incurred or levied against the Mortgaged Premises), less the cost of repairs and maintenance of the Mortgaged Premises, and less any other expenses for the Mortgaged Premises which are established using generally accepted accounting principles.

Mortgagee further agrees to satisfy this Mortgage upon receipt from the Mortgagor of cash or acceptable letters of credit in the amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00).

The satisfaction of this Mortgage shall not affect or impair the obligations of Mortgagor under the Limited Agreement of Guaranty and Suretyship dated of even date herewith and executed to Mortgagor in favor of Mortgagee.

IN WITNESS WHEREOF, Mortgagor has executed these presents the day and year first above written.

ATTEST:



ASSISTANT SECRETARY

HARRIS TRUST AND SAVINGS BANK,
as Trustee aforesaid ~~and not individually~~

By: 

Vice President

ATTEST:



MILLER PARKING COMPANY

By: 

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CORPORATE ACKNOWLEDGMENT

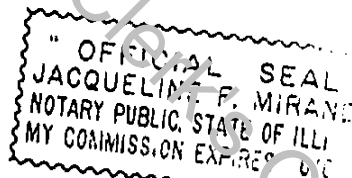
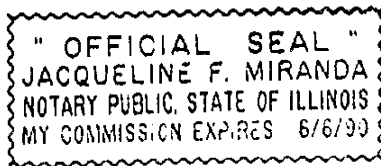
STATE OF Illinois)
COUNTY OF Cook) SS:

ON THIS, the 17th day of August, 1988, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Bruce H. Miller, who acknowledged himself to be the President of MILLER PARKING COMPANY, being authorized to do so, executed the foregoing Mortgage and Security Agreement for the purposes therein contained by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jacqueline F. Miranda
Notary Public

MY COMMISSION EXPIRES: 6/6/90



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ALL that certain property known as Lots 1 and 2 in the Subdivision of Lots 14 and 15 in Block 45 in the School Section Addition to Chicago, also Lot 11 and the South 1/2 of Lot 10 in Block 45 in the School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 17-16-119-009 Volume: 591
(Affects Lot 11 and South 1/2 of Lot 10)

17-16-119-010
(Affects Lots 1 and 2)

Address of Property: 568-570 W Van Buren St / 323-339 S. Jefferson St.
Chicago, Illinois.

Please return to: Joan Moore *Buy*
Ticor Title Insurance Co.
203 N. LaSalle St., Suite 1400 *15*
Chicago, IL 60601
Re: N 24-16970-14

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DEPT-01
143355 TRAN 1905 08/19/88 11:33:00
45411 C *-33-378127
COOK COUNTY RECORDER

55.00

Exhibit "A"