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(c) Buildings and Improvements: All buildings, structures and improvements now or hereafter situated, placed or constructed upon the Realty or any part thereof owned by Mortgagor including, but not limited to, retail centers and any and all sidewalks, parking areas, drives,

(b) Beneficiary: 326 South Wells Limited Partnership, an Illinois limited partnership and sole beneficiary of the trust of which Trustee is trustee.

(a) Act: Illinois Foreclosure Act, Chapter 110, Section 15-101, et seq., Illinois Revised Statutes (1987)

1.1 Definitions: As used herein, the following terms shall have the following meanings:

DEFINITIONS

ARTICLE 1

W I T N E S S E S :

This Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral ("Mortgage") is entered into as of this 10 day of November, 1989, by American National Bank and Trust Company of Chicago, a national banking association, not personally but as Trustee under Trust Agreement dated June 14, 1989 and known as Trust No. 108589-00 ("Trustee"), and 326 South Wells Limited Partnership, an Illinois limited partnership (Trustee and Beneficiary are hereinafter collectively referred to as "Mortgagor"), for the benefit of Kemper Investors Life Insurance Company, an Illinois insurance corporation (the "Mortgagee"), whose address is c/o Kemper Financial Services, Inc., 120 South LaSalle Street, Chicago, Illinois 60603, Attention: Real Estate Investment Group.

MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF CASH COLLATERAL

This instrument prepared and when recorded please return to:
Scott M. Lapsin
Miller, Shakman, Nathan & Hamilton
Suite 1200
208 South LaSalle Street
Chicago, IL 60604

89537602

SML024
11/07/89
Kemper/UrbanSite:326Wells

BOX 333

718608503 142

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retaining walls, fences, gates, grading, terracing and other improvements and appurtenances thereto, and any and all additions, alterations and betterments now or hereafter situated, placed or constructed upon the Realty or any part thereof.

(d) Cash collateral: All Leases, rents, security deposits, income, receipts, royalties and revenues of any nature now due or which may become due or to which Mortgageor may now or hereafter (including any income of any nature becoming due during any redemption period) become entitled to, or make demand or claim for, arising or issuing from or out of the Leases or from or out of the Property, or any part thereof (provided, that any security deposits which may hereafter be held under Leases shall be held and utilized by Mortgagee in accordance with the terms of the Leases), now or hereafter entered into and all right, title and interest of Mortgageor thereunder, including without limitation, cash or securities deposited thereunder to secure performance by the Tenant of their obligations thereunder, including, further, the right upon the happening of any event of Default hereunder, to receive and collect the rents thereunder pursuant to the terms of an Assignment of Leases and Rents of even date herewith from the Mortgageor to the Mortgagee, and all bonuses, royalties, parking or common area maintenance contributions, tax or insurance contributions, deficiency rents and liquidated damages following default in any lease, any premium payable by any Tenant upon exercise of any option provided in any Lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Mortgageor may have against any Tenant under the Leases or any subtenants or occupants of the Mortgaged Premises.

(e) Code: Uniform Commercial Code of the State of Illinois, Chapter 26, Section 1-101, et seq., Illinois Revised Statutes (1987).

(f) Collateral: All the following personal property and fixtures now or hereafter owned by Mortgageor and used in connection with the Property: goods, equipment, furnishings, fixtures, furniture, chateaus, books and records and personal property of whatever nature owned by Mortgageor now or hereafter attached or affixed to or used in and about the Buildings and Improvements now erected or hereafter to be erected on the Realty; and the accessions of and appurtenances thereto; all renewals or replacements of materials and equipment now or hereafter delivered to the Mortgaged Premises and intended to be installed or incorporated therein; all Cash collateral held by or for the benefit of Mortgageor; all monetary deposits which Mortgageor

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1998.

Clerk of Cook County, Illinois

NOTED AND FILED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, THIS 1st DAY OF JANUARY, 1998.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1998.

Clerk of Cook County, Illinois

NOTED AND FILED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, THIS 1st DAY OF JANUARY, 1998.

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(h) Fixtures: All materials, fixtures, and equipment, including additions thereto, which Mortgagor now owns or at any time hereafter acquires, and which are now or at any time hereafter attached to or affixed to the Realty, including but not limited to, all electrician equipment and power lines, whether owned individually or jointly with others (to the extent of Mortgagor's interest therein), water supply equipment and water tanks; all heating, lighting, cooking, plumbing, ventilating, incinerating, water heating, computers, radio communication equipment, telephone and television equipment, engines, machinery, generators, transformers, elevators, pumps, hoods, cabinets, sprinklers, fire extinguishing equipment, electrical wiring, pipe, and floor coverings; all built in equipment as shown by plans and specifications; all installations of any kind specially designed for the Mortgaged Premises; and all accessories, parts, replacements and substitutions thereof and additions thereto; all of which fixtures, equipment and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and part of the Realty as between the parties hereto, their successors and assigns, and all persons claiming by, through and under them and shall be deemed to be a portion of the

(g) Events of Default: Any happening or event described in Section 8.1 hereof.

and all renewals, replacements and substitutions thereof. Indemnifications, sureties, contracts, licenses and permits, specifications, unexpired claims, warranties, guarantees, equipment, carpeting, tools, light fixtures, plans, equipment, elevators, speakers, signs, supplies, office units, fuel storage tanks, furniture, fire extinguishing machinery, pumps, motors, compressors, boilers, condensing windows, shades, engines, generators, transformers, alarm systems, telephone systems, window screens, storm software, call signaling equipment, sprinkler and communication equipment, computers, and all hardware and solely in connection with the Mortgaged Premises: radios, to, the following property owned by Mortgagor and used Premises. Collateral shall also include, but not be limited and privileges obtained in connection with the Mortgaged Premises, licenses, franchises, certificates and other rights transactions related to the Mortgaged Premises; and all or chattel paper arising from or by virtue of any names and symbols used in connection therewith), and notes Mortgagor's right, title and interest in trademarks, trade instruments, documents, general intangibles (including Premises; all funds, accounts, deposit accounts, inventory, any condemnation award or settlement affecting the Mortgaged claim affecting the Mortgaged Premises and all proceeds from Premises; all proceeds from any casualty insurance policy with respect to utility services furnished to the Mortgaged has been required to give to any public or private utility

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THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

WITNESSETH that the foregoing is the true and correct copy of the original instrument as the same appears from the records of the County Clerk of Cook County, Illinois.

AND BY ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

WITNESSETH that the foregoing is the true and correct copy of the original instrument as the same appears from the records of the County Clerk of Cook County, Illinois.

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security of the indebtedness herein mentioned and be subject to the lien of this mortgage.

(1) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit or subdivision, whether federal, state, county, district, municipal, city or otherwise, and whether now or hereafter in existence.

(j) Hazardous Substances: Shall mean any toxic or hazardous wastes, pollutants, or substances, including by-products, substances defined as "hazardous substances" or "toxic substances" or similarly identified in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., The Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Sec. 2601 et seq., Clean Water Act, 33 U.S.C. Sec. 1251 et seq., as amended, and Clean Air Act, 42 U.S.C. Sec. 7401 et seq., or in any other applicable federal, state or local Environmental Law.

(k) Impositions: All real estate and personal property taxes; use tax and surcharge taxes; irrigation district assessments; sewer and utility rates and charges; charges for any easement, license or agreement maintained for the benefit of the mortgaged premises; ground rents; all other taxes, charges and assessments, and any interest, costs or penalties with respect thereto, whether general or special, ordinary or extraordinary, foreseen and unforeseen, and of any kind or nature whatsoever, and which at any time prior to or after the execution hereof may be assessed, levied, charged against or imposed upon the mortgaged premises.

(l) Intangibles: Mortgagor's interest in and to any and all (i) governmental permits or licenses, tradenames, construction contracts, architectural agreements, engineering agreements, plans and specifications, soil test reports, toxic waste reports, computer programs and other software, working drawings, utility agreements, and any and all other agreements applicable to the mortgaged premises, (ii) contracts now or hereafter entered into by and between mortgagor and any other party as well as all right, title and interest of mortgagor in and to any subcontract providing for the construction, installation, restoration or modification of any of the improvements to or on any of the mortgaged premises and the furnishing of any materials, supplies, equipment or labor in connection therewith, (iii) plans, specifications and drawings, including but not limited to

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(p) Mortgage: This Mortgage, Fixture Filing and Security Agreement with Assignment of Cash Collateral.

(o) Loan Documents: This Mortgage, the Note, and any and all other documents, now or hereafter executed by Mortgagor, or any other person or entity to evidence, collateralize, secure or support the payment of the indebtedness evidenced by the Note, or required hereby to assure the performance and discharge of the covenants in this Mortgage or to protect or enhance the property.

(n) Legal Requirements: Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to Mortgagor, any Guarantor, or the Mortgaged Premises, including the ownership, use, occupancy, possession, operation, maintenance, alteration, repair, reconstruction, environmental impact or zoning thereof; Mortgagor's Trust Agreement, Mortgagor's presently or subsequently effective partnership agreement or other form of business association agreement; any and all leases; any and all covenants, agreements, conditions or restrictions applicable to the Mortgaged Premises or the ownership, use or occupancy thereof; and any and all leases and other contracts (written or oral) of any nature that relate in any way to the Mortgaged Premises and to which Mortgagor may be bound, including, without limitation, any lease or other contract pursuant to which Mortgagor is granted a possessory interest in the Realty or any contract for the provision of utility services to the property.

(m) Leases: All leases and other agreements for the use and occupancy of all or any portion of the Mortgaged Premises together with any and all extensions and renewals thereof and any and all further leases including subleases upon all or any part of the Mortgaged Premises.

(l) Other Documents: Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to Mortgagor, any Guarantor, or the Mortgaged Premises, including the ownership, use, occupancy, possession, operation, maintenance, alteration, repair, reconstruction, environmental impact or zoning thereof; Mortgagor's Trust Agreement, Mortgagor's presently or subsequently effective partnership agreement or other form of business association agreement; any and all leases; any and all covenants, agreements, conditions or restrictions applicable to the Mortgaged Premises or the ownership, use or occupancy thereof; and any and all leases and other contracts (written or oral) of any nature that relate in any way to the Mortgaged Premises and to which Mortgagor may be bound, including, without limitation, any lease or other contract pursuant to which Mortgagor is granted a possessory interest in the Realty or any contract for the provision of utility services to the property.

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(d) Mortgaged Premises: The Realty, Buildings and Improvements, Fixtures, and the rights, titles, interests and estates thereto and conveyances of Mortgagor hereinafter set forth.

(r) Mortgages: Kemper Investors Life Insurance Company, an Illinois insurance corporation, and any subsequent holder or holders of the Note secured by this Mortgage.

(s) Mortgagor: The above defined Mortgagor and Mortgagor's successors and permitted assigns.

(t) Note: The Promissory Note of even date herewith made by Mortgagor to the order of Mortgagee in the aggregate principal amount of \$5,600,000.00 any replacements therefor.

(u) Obligations: Any and all of the agreements, promises, covenants, warranties, representations and other obligations made or undertaken by Mortgagor to Mortgagee or others as set forth in the Note, this Mortgage or any other Loan Documents, lease or other agreement pursuant to which Mortgagor is granted a possessory interest in the Realty, and in any renewal, modification or extension of the Note, this Mortgage or the other Loan Documents.

(v) Permitted Exceptions: The matters described in Exhibit "B" attached hereto and incorporated herein by reference.

(w) Property: The mortgaged Premises and Collateral.

(x) Realty: The parcel or parcels of land which are located in Cook County, State of Illinois all as described in Exhibit "A" attached hereto and incorporated herein by reference.

(y) Secured Obligations: (i) the payment of an indebtedness in the aggregate principal sum of \$5,600,000.00, or so much thereof as shall be disbursed by Lender to Mortgagor and evidenced by the Note; (ii) payment of all other amounts, with interest thereon, becoming due and payable to Mortgagee under the terms of the Note, this Mortgage or any other Loan Documents, including but not limited to, any extension, renewal, modification or reamortization of such indebtedness; and all other debts, obligations and liabilities of every kind and character of Mortgagor relating to the Property now or hereafter existing in favor of Mortgagee, whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether

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TOGETHER WITH all right, title and interest of Mortgagor now owned or hereafter acquired in and to any land lying within the right of way of any street, open or proposed, adjoining the

TOGETHER WITH all of Mortgagor's right, title and interest in and to all appurtenances, easements, estates, rights, interests, liberties, privileges, servitudes, rights-of-way, ways, streets, alleys, prescriptions, tenements, hereditaments, waters, watercourses, riparian rights, water rights, and advantages thereunto belonging or in any way appertaining, whether created by contract, municipal ordinance or otherwise; and all cash collateral arising therefrom and for use thereof.

TOGETHER WITH all Buildings, Improvements and collateral now or hereafter placed thereon.

2.1 Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the indebtedness and of the trusts hereinafter described, HEREBY MORTGAGES, GRANTS, CONVEYS, ASSIGNS, TRANSFERS, PLEDGES, AND SETS OVER TO MORTGAGEE, its successors and assigns, with the right of entry and possession forever, the Realty and all of its present and hereafter acquired estate, right, title and interest therein, situated, lying and being in Cook County, Illinois more particularly described on Exhibit "A", attached hereto, incorporated herein and made a part hereof by this reference;

GRANT

ARTICLE 2

(a) Trustee: American National Bank and Trust Company of Chicago, a national banking association, not personally but as Trustee under Trust Agreement dated June 14, 1989 and known as Trust No. 108589-00.

(2) Tenant: The tenant, subtenant or other person having the right to occupy or use a part of the property under a lease.

originally payable to Mortgagee; and (iii) the performance and discharge of each and every obligation contained in the Note, this Mortgage or any other Loan Documents; and any agreement of Mortgagor contained in the Note, this Mortgage or any other Loan Documents; and (iv) any and all amendments, modifications, renewals, supplements, replacements and extensions of any of the foregoing, including but not limited to amendments, modifications, renewals, supplements, replacements and extensions which are evidenced by new or additional instruments, documents or agreements or which change the rate of interest on any obligation secured hereby or any other term or provision thereof.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF SAID COUNTY

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Reality, and any and all sidewalks, alleys and strips and gores of land contiguous or adjacent to or used in connection with the Realty.

TOGETHER WITH all fixtures. It is hereby agreed that all of the fixtures are deemed part of and affixed to the Realty.

TOGETHER WITH all right, title and interest of Mortgagor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Mortgaged Premises or under or above the same, or any part or parcel thereof.

TOGETHER WITH any and all bonuses, rents and royalties accrued or to accrue under all gas or mineral leases and all leases, rents, royalties, profits, revenues, income, and other benefits arising from the use and enjoyment of all or any portion of the Mortgaged Premises, or from any contract pertaining to such use or enjoyment, now existing or which may hereafter come into existence.

TOGETHER WITH all the estate, interest, right, title, reversions, remainders, and other claims or demands, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire or own in the Mortgaged Premises and any Buildings and improvements thereon, and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Premises, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

TOGETHER WITH all intangibles.

TOGETHER WITH all other right, title, interest, estate or other claims of every kind and character, both in law and in equity, which Mortgagor now has or at any time hereinafter acquires in and to the Mortgaged Premises, the Realty and Buildings and improvements thereon and all property of Mortgagor that is used or useful in connection with the Realty and the Buildings and improvements located thereon.

TOGETHER WITH all proceeds and products of the foregoing.

TO HAVE AND TO HOLD the Mortgaged Premises, together with

all rights, estates, powers and privileges appurtenant or incidental thereto unto the Mortgagee forever, Mortgagor hereby binds itself, its successors and assigns, to warrant and forever defend the title to the Mortgaged Premises unto the Mortgagee, its successors, assigns and substitutes, against every person now or hereafter lawfully claiming or otherwise claiming the same or any part thereof.

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(a) all judgments, awards of damages and settlements hereafter made as a result of condemnation proceedings, the taking or use of all or any part of the property under the power of eminent domain or by deed in lieu thereof, or for any damage (whether caused by such taking or otherwise) to the property, or any part thereof, or to any rights appurtenant thereto. Immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the property or any portion thereof, or any other proceedings resulting in injury or damage to the property or any portion thereof, Mortgagee shall immediately notify Mortgagee of the pendency of such proceedings. Mortgagee may, at its option, participate in any such proceedings through Mortgagee's counsel, who shall be reasonably satisfactory to Mortgagee, and Mortgagee shall reimburse Mortgagee for any costs and expenses incurred in any manner by Mortgagee in connection with any such proceedings; and in any event, Mortgagee shall from time to time punctually deliver to Mortgagee all instruments requested by it to permit such participation. Mortgagee shall, at its expense, diligently prosecute any such

4.1 Security: As additional security for the payment and performance of the Secured Obligations, Mortgagee hereby transfers and assigns unto Mortgagee:

SECURITY

ARTICLE 4

3.1 Secured Obligations: This conveyance is made on the following covenants, terms and conditions, and for the purpose of securing and enforcing the Secured Obligations.

SECURED OBLIGATIONS

ARTICLE 3

Beneficiary warrants that Trustee has good and marketable title to the Mortgaged Premises, subject only to the permitted Exceptions and Leases that are subordinated to the lien of this Mortgage and as may be herein provided. Beneficiary hereby binds itself, its successors and assigns, to warrant and forever defend the title to the Mortgaged Premises unto the Mortgagee, its successors and assigns, against every person, now or hereafter claiming the Mortgaged Premises or any part thereof, subject to the permitted Exceptions.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

RECORDED AND INDEXED IN BOOK 100, PAGE 100

FILED IN OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS

PROCEEDED TO RECORD AND INDEX THE ABOVE DESCRIBED INSTRUMENT

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proceedings, and shall consult with Mortgagee, its attorneys and agents, and cooperate with them in the carrying on or in the defense of any such proceedings. Mortgagee hereby absolutely and unconditionally assigns and transfers all such proceeds, judgments, decrees and awards to Mortgagee; agrees and authorizes Mortgagee to collect, adjust or compromise such proceedings, actions, judgments, decrees and awards; and agrees to execute such further assignments of all such proceeds, judgments, decrees and awards as Mortgagee may request. Mortgagee is hereby authorized, in the name of Mortgagee, to execute and deliver valid acquittances for, and to appeal from, any such judgment, decree or award. Mortgagee shall not, in any event or circumstance, be liable or responsible for failure to collect or exercise diligence in the pursuit or collection of any such proceeds, judgments, decrees or awards. Funds from such proceedings, actions, judgments, decrees and awards shall first be applied to reimburse Mortgagee for all reasonable costs and expenses, including attorneys' fees and costs, associated with or arising from such condemnation proceedings or actions, and second, shall, at Mortgagee's option, (a) be applied without prepayment premium or penalty to the indebtedness evidenced by the Note and secured by this Mortgage, in such order as Mortgagee may, in its sole discretion, determine and without regard to impairment of the Property, or (b) be retained by Mortgagee to repair or restore the Property, or (c) be released to Mortgagee; however, it is expressly understood that any such release or application shall not cure or waive any default under the Note or this Mortgage. Notwithstanding the foregoing, in the event that the net proceeds of condemnation are less than \$1,000,000, Mortgagee agrees to make such proceeds available to Mortgagee to the extent necessary to repair or restore the Mortgaged Premises pursuant to a restoration program as described in Paragraph 6.8 hereof. In any event, the unpaid portion of the indebtedness evidenced by the Note and secured hereby shall remain in full force and effect, and Mortgagee shall not be excused in the payment thereof. If upon conclusion of any condemnation proceeding or action, there results from such taking any damage, loss or destruction of the Property, irrespective of whether any proceeds from such taking are obtained or obtainable, Mortgagee shall give immediate notice thereof by mail to Mortgagee, and unless otherwise so instructed by Mortgagee, Mortgagee shall, provided Mortgagee makes the condemnation proceeds, in any regard to the portion of the Property which was the subject of the taking, available to Mortgagee in accordance with this Paragraph 4.1(a), promptly restore, repair, replace and rebuild the Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction at Mortgagee's sole cost and expense. Such restoration, repair, replacement or rebuilding shall be in accordance with a restoration program approved by Mortgagee. If Mortgagee

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The provisions contained in this subsection (b) shall apply to all items that may be Cash collateral notwithstanding those items that may be included in another form of collateral.

(iii) The assignment of Cash collateral contained in this subsection (b) shall terminate automatically without the necessity of notice upon the payment in full of the Secured Obligations.

(ii) That upon any such Event of Default, Mortgagee may, at its option, enter upon the property and collect such Cash collateral from the Tenants or Mortgagee without being deemed a Mortgagee in possession; however, Mortgagee hereby agrees that only for the purpose of collection of such Cash collateral shall Mortgagee have constructive possession of the property. Mortgagee shall never be liable for its failure to collect or exercise diligence in collection of such Cash collateral, or for its entering upon or operating the mortgaged premises.

(i) Notwithstanding anything to the contrary contained herein, that so long as there exists no Event of Default, and thereafter until Mortgagee gives notice of its election to receive Cash collateral, Mortgagee shall have the right under a license granted hereby to collect, use and retain, except as otherwise permitted by the Assignment of Rent and Leases executed in connection herewith, all Cash collateral from the property. Any Cash collateral so collected, used or retained by Mortgagee shall cease to be Cash collateral and Mortgagee shall have no further rights therein. All rights and privileges contained in Article 8 hereof may additionally be exercised as such rights and privileges are cumulative of the rights and privileges contained in this subsection (b), and Mortgagee will not have been deemed thereby to have made an election of remedies.

(b) All Cash collateral of the property, including but not limited to, unsevered crops and timber, to Mortgagee as a primary security for all indebtedness evidenced by the Note or secured by this Mortgage, subject to the following terms:

effects to retain such proceeds to repair or restore the damaged property, Mortgagee may further elect either to directly disburse such proceeds to Mortgagee to complete such repair or restoration, or to retain such proceeds in a non-interest bearing escrow until completion of a restoration program as described in Paragraph 6.8 hereof.

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5.2 Validity of Loan Instruments: The execution, delivery and performance by Mortgagor under the Loan Documents and the incurring of the indebtedness evidenced by the Note: (a) are within Mortgagor's powers and, where applicable, have been duly authorized by the Beneficiary or other necessary parties, and all other requisite action for such authorization has been taken; (b) have received any and all requisite prior governmental approval in order to be legally binding and enforceable in accordance with the terms thereof; and (c) will not violate, be in conflict with, result in a breach of or constitute (with due notice or lapse of time, or both) a default under any legal Requirement or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Mortgagor's property or assets, except as contemplated by the provisions of the Loan Documents. The Loan Documents constitute

5.1 Organization and Power: Mortgagor has all requisite power, and has or will obtain and will maintain all governmental certificates of authority, licenses, permits, qualifications and documentation to own, lease and operate its properties and to carry on its business as now being, and as proposed to be, conducted. Mortgagor is duly organized, validly existing and in good standing under applicable law.

Mortgagee as follows:
Mortgagor unconditionally warrants and represents to

WARRANTIES AND REPRESENTATIONS

ARTICLE 5

4.3 Mortgagee's Expenses: In the event Mortgagee ever collects cash collateral with or without entering upon the property, it shall pay all costs of such collection, compensate its agent (if any) for such collection in a reasonable and customary fashion, and reimburse itself for any advances made to pay such costs. Such costs, compensation and reimbursement are to be paid from sales collateral.

4.2 Subordination to Leases: Nothing in this Mortgage shall ever be construed as subordinating it to any lease; provided, however, that any proceedings by Mortgagee to foreclose this Mortgage, or any action by way of its entry into possession after default, shall not operate to terminate any lease which has been the subject of an attornment and subordination agreement executed by Mortgagee; and Mortgagee will not cause any Tenant under any such lease to be disturbed in his possession and enjoyment of that portion of the property under such lease as long as such Tenant shall continue to fully and promptly perform all of the terms, covenants and provisions of such lease and such attornment and subordination agreement. All other subordinate leases may, at the option of Mortgagee, be terminated by any foreclosure action.

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to contest the same either (1) and making and thereafter and services upon giving Mortgagee timely notice of its intention claim for lien for labor, material, supplies, personal property taxes; and (b) Mortgagee may contest the validity of any such Mortgagee or its title insurer to insure over the lien of such may be required in the proceedings or reasonably required by and if Mortgagee shall have furnished such security, if any, as satisfy the same, conducted in good faith and with due diligence forfeiture of the mortgaged premises or any part thereof to operate to prevent the collection thereof or the sale or after notice to Mortgagee, by appropriate proceedings which shall extent any full or partial payment shall be required by law),

(a) no such tax need be paid if being contested (except to the contested as permitted herein. Notwithstanding the foregoing: exists or will be permitted hereafter to be created unless installed in or on the property, and no claim for such sums now and services of every kind and character used, furnished or personal property (whether or not forming a fixture hereunder) or hereafter owing or claimed for labor, material, supplies, Mortgagee. Mortgagee has paid or will pay in full all sums now respect of any such taxes except as otherwise disclosed to Mortgagee knows of no basis for any additional assessment in such returns or pursuant to any assessments received by it, and by it, and has paid all taxes which have become due pursuant to Liens: Mortgagee has filed all federal, state, county, municipal and city income and other tax returns required to have been filed

5.5 Payment of Prior Taxes and Tax and Mechanic's Liens: Mortgagee has filed all federal, state, county, municipal and city income and other tax returns required to have been filed by it, and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by it, and Mortgagee knows of no basis for any additional assessment in respect of any such taxes except as otherwise disclosed to Mortgagee. Mortgagee has paid or will pay in full all sums now or hereafter owing or claimed for labor, material, supplies, personal property (whether or not forming a fixture hereunder) and services of every kind and character used, furnished or installed in or on the property, and no claim for such sums now exists or will be permitted hereafter to be created unless contested as permitted herein. Notwithstanding the foregoing: (a) no such tax need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the mortgaged premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagee shall have furnished such security, if any, as may be required in the proceedings or reasonably required by Mortgagee or its title insurer to insure over the lien of such taxes; and (b) Mortgagee may contest the validity of any such claim for lien for labor, material, supplies, personal property and services upon giving Mortgagee timely notice of its intention to contest the same either (1) and making and thereafter

5.4 Title to Mortgaged Premises and Lien of this Instrument: (a) Mortgagee has fee simple title to the Realty and Buildings and Improvements, fixtures and collateral, free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever, except the permitted exceptions and Leases that are subordinated to the lien of this Mortgage. This Mortgage constitutes a valid, subsisting, first lien Mortgage on Mortgagee's interest as aforesaid in the Realty, the Buildings and Improvements, and the fixtures, and a valid, subsisting first security interest in and to the collateral and cash collateral; (b) Mortgagee had done nothing to impair its title to the Property; (c) Mortgagee will defend the title to the Property against any claim made through it; and (d) Mortgagee has examined the permitted exceptions and they do not in Mortgagee's opinion, materially impair the value of Mortgagee's title to the property.

5.3 Information: To the best of Mortgagee's knowledge, all information, reports, papers and data given to Mortgagee by Mortgagee, or upon Mortgagee's request with respect to Mortgagee and the Mortgaged Premises are true, accurate, complete and correct in all material respects and do not omit any fact which must be included to prevent any other facts contained therein from being materially misleading or false.

the legal, valid and binding obligations of Mortgagee in accordance with their respective terms.

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THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY PASSED THE FOLLOWING RESOLUTION:

RESOLVED, THAT THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, DO hereby approve the proposed amendments to the Cook County Code of Ordinances, Chapter 1-10, Section 1-10-010, as amended, relating to the reorganization of the Cook County Board of Supervisors, effective January 1, 2011.

IT IS THE POLICY OF COOK COUNTY TO PROVIDE THE BEST MANAGEMENT AND FINANCIAL PRACTICES IN THE OPERATION OF THE COUNTY GOVERNMENT. THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THE HONOR TO ANNOUNCE THAT IT HAS ADOPTED THE FOLLOWING RESOLUTION:

RESOLVED, THAT THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, DO hereby approve the proposed amendments to the Cook County Code of Ordinances, Chapter 1-10, Section 1-10-010, as amended, relating to the reorganization of the Cook County Board of Supervisors, effective January 1, 2011.

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Property of Cook County Clerk's Office

5.8 Hazardous Substances: To the best of Mortgagor's knowledge upon diligent investigation and except as disclosed in the preliminary Hazardous Waste and Petroleum Hydrocarbon Site Assessment of 326 South Wells Street, Chicago, Illinois prepared by ENSR dated August, 1989 and the Results of the Surface Soil and Asbestos Sampling Program prepared by ENSR dated October, 1989 (the "Environmental Report") the Mortgaged Premises and the use operation thereof are currently in compliance and will remain in compliance with all applicable environmental, health and safety laws, rules and regulations. There are, to the best of Mortgagor's knowledge, upon diligent investigation, no environmental, health or safety hazards, except as is disclosed in the Environmental Report. To the best of Mortgagor's knowledge upon diligent investigation the Mortgaged Premises have never been used for a sanitary land fill, dump or for the disposal, generation or storage of any Hazardous Substances, or deposited or located in, under or upon the Mortgaged Premises, or any parcels adjacent thereto, or on or affecting any part of the Mortgaged Premises or the business or operations conducted

5.7 Litigation: Mortgagor has not received written notice of any litigation or administrative proceeding of any kind pending nor, to the best of Mortgagor's knowledge is there any litigation or administrative proceeding threatened, in respect to the property or any part thereof or which, it adversely determined, would result in a material adverse change in the financial condition, business operations or properties of Mortgagor including, without limitation, the property or Mortgagor's ability to perform its obligations hereunder.

5.6 Usury: To the best of Mortgagor's knowledge, neither this Mortgage nor the Note, nor any payment required to be made by Mortgagor hereunder or thereunder, violate any applicable law, ordinance or regulation pertaining to usury and, without limiting the foregoing, Mortgagor to the fullest extent permitted by law hereby expressly waives and relinquishes any and all defenses against enforcement of this Mortgage or the Note based upon usury.

Mortgagor. compliance with the matter contested shall be returned to Mortgagor's possession not required to pay or discharge or assure final disposition of such contest, any cash or securities in the normal conduct of business on the Mortgaged Premises. On which will not impair the lien of the Mortgage or interfere with will prevent the enforcement of the matter under contest and diligently and by appropriate legal proceedings in a manner which insurance policy. Mortgagor agrees to prosecute and contest title insurance coverage over such lien on Mortgagor's title determination thereof adversely to Mortgagor or, (ii) obtaining compliance with the matter under contest in the event of a final the opinion of Mortgagor to pay and discharge or to assure securities satisfactory to Mortgagor in an amount sufficient in maintaining with Mortgagor a deposit of cash or negotiable

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF THE COURT

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CLERK OF THE COURT

Property of Cook County Clerk's Office

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5.9 Legal Requirements: To the best knowledge of Beneficiary, the Mortgaged Premises and use and operation thereof are currently in compliance with and will remain in compliance with all applicable Legal Requirements.

Mortgagor covenants and agrees that, throughout the term of the Loan, no Hazardous Substances will be used by any person for any purpose upon the Mortgaged Premises or stored thereon in violation of applicable statute, rule or regulation. Mortgagor hereby indemnifies and holds Mortgagee harmless of and from all loss, cost (including reasonable attorney fees), liability and damage whatsoever incurred by Mortgagee by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs or has occurred upon the Mortgaged Premises, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation. Mortgagor's obligation to Mortgagee under the foregoing indemnity shall be without regard to fault on the part of Mortgagor with respect to violation of law which results in liability to Mortgagee. The release of this Mortgage shall in no event terminate or otherwise affect the indemnity contained in this paragraph or in the Environmental Indemnity Agreement dated of even date herewith.

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thereon, including, without limitation, with respect to the disposal of Hazardous Substances, except as is disclosed in the Environmental Report. To the best of Mortgagor's knowledge upon diligent investigation, no underground storage tanks are or have been located on the Mortgaged Premises, except as is disclosed in the Environmental Report. To the best of Mortgagor's knowledge upon diligent investigation: (a) no portion of the Mortgaged Premises is presently contaminated by any Hazardous Substances and (b) no storage, treatment or disposal of any Hazardous Substance has occurred on or in the Mortgaged Premises, except as is disclosed in the Environmental Report. Mortgagor has received written notice of, and to the best of Mortgagor's knowledge after diligent inquiry, there are no pending or threatened actions or proceedings (or notices of potential actions or proceedings) from any governmental agency or any other entity regarding the condition or use of the Mortgaged Premises or regarding any environmental, health or safety law, except as is disclosed in the Environmental Report. Neither the Mortgagor or any partner of Mortgagor has received any notice of any Hazardous Substance in, under or upon the Mortgaged Premises or of any violation of any environmental protection laws or regulations with respect to the Mortgaged Premises or has any knowledge which would provide a basis for any such violation with respect to the Mortgaged Premises, except as is disclosed in the Environmental Report. Mortgagor will promptly notify Mortgagee of any notices and any pending or threatened action or proceeding in the future, and Mortgagor will promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Mortgagee.

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5.10 Condition of Mortgaged Premises: The Mortgaged Premises shall be maintained and operated in condition which exceeds or equals the condition of the Mortgaged Premises on the date of the Mortgage. Beneficiary knows of no material defect or condition of the Mortgaged Premises which now or with the lapse of time could materially affect the value of the Mortgaged Premises.

6.1 Payment and Performance: Mortgagor will pay the indebtedness evidenced by the Note and secured hereby as and when called for in the Loan Documents, and Mortgagor will perform all of the other obligations in full on or before the dates the same are to be performed.

6.2 Entity Existence: Mortgagor will preserve and keep its existence in full force and effect and in good standing, will preserve and maintain all its rights, licenses, franchises, trade names and trademarks, will timely file any and all tax reports and returns, and will timely pay all franchise and other taxes of any kind Mortgagor is required to pay.

6.3 Compliance with Legal Requirements: With respect to the Property, Mortgagor will promptly and faithfully comply with, conform to, obey and perform all present and future legal requirements at Mortgagor's sole cost.

6.4 Lien and Security Interest Priority: Mortgagor will protect and defend the lien and security interest status of this Mortgage, subject to the permitted exceptions, and, unless consented to by Mortgagor in writing, will not act to or acquiesce in or allow any mortgaging, hypothecating or encumbering of the Property with any other lien or security interest of any nature whatsoever (whether statutory or constitutional or contractual) regardless of whether same is alleged to be or expressly inferior to the lien and security interest created by this Mortgage and if any such lien or security interest is asserted against the Property, Mortgagor will promptly, and at its own cost and expense, (a) within five (5) days from the date such lien or security interest is so asserted, give Mortgagor notice of the assertion of such lien or security interest; and (b) pay the underlying claim in full or take such other action so as to cause same to be released, subject to such notice shall specify who is asserting such lien or security interest and shall detail the origin, nature and amount of such underlying claim.

Mortgagor hereby unconditionally covenants and agrees with Mortgagor as follows:

AFFIRMATIVE COVENANTS

ARTICLE 6

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6.8 Insurance: Mortgagor will keep all insurable portions of the property insured for the protection of mortgagor and mortgagess. All policies of insurance, types of coverages, coverage amounts, and quality of insuring companies shall be as mortgagee may reasonably require. Mortgagor shall also secure and place certificates and/or copies of such policies on deposit with mortgagee together with such customary and reasonable endorsements as mortgagee may require, including, without limitation, an endorsement showing mortgagee as a loss payee. If renewal policies for such required coverages are not delivered to mortgagee fifteen (15) days before the expiration of existing policies, following written notice to mortgagor, mortgagee may, but shall not be obligated to, obtain such policies on behalf of mortgagor (or such insurance policies insuring mortgagee alone), notify mortgagor that it is obtaining such policies and pay the

6.7 Payment of Impositions: Mortgagor will duly pay and discharge, or cause to be paid and discharged prior to delinquency, all impositions and furnish mortgagee receipts upon request evidencing such payments not less than ten (10) days prior to the applicable delinquency date therefor, unless such payments are to be made by mortgagee as otherwise provided herein. Mortgagor may, however, if permitted by law and if installment payment would not create or permit the filing of a lien against the mortgaged premises, pay the impositions in installments, provided no penalty, charge or interest will accrue by reason of such payment in installments.

6.6 Use of Fixtures: The fixtures portion of the collateral is and will be used as equipment in mortgagor's business, but will not be used as inventory or as goods leased or held for lease or sale by mortgagor, except as part of a lease.

6.5 Expenses, Claims and Costs: Mortgagor shall pay all reasonable expenses of mortgages or reimburse mortgagee for any reasonable expenses, including without limitation, appraisal fees and expenses, receivership fees and expenses, reasonable attorneys' fees and legal expenses, which are incurred or expended in connection with: (a) any event which on mortgagee's reasonable determination is a breach by mortgagor of any obligation herein, in the Note, this mortgage or in any other Loan Document, or (b) mortgagee's exercise of any of its rights and remedies hereunder or under the Note or any other Loan Document. Mortgagor agrees to indemnify and hold harmless mortgagee from and against all claims, demands, liabilities, losses, damages, judgments and penalties, and reimburse mortgagee for reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon, asserted against or incurred or paid by mortgagee in connection with the property or any loan document through any cause whatsoever, or which may be asserted against mortgagee on account of any act performed or omitted to be performed under any loan document, or on account of any transaction arising out of or in any way connected with the property or with any loan document.

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premiums of such policies. Any such payment of premiums by Mortgagee shall be an advance secured hereby, and shall bear interest from the date of such advance at the rate contained in the Note, and shall, at the option of Mortgagee, be repayable immediately upon demand. Mortgagee assigns to Mortgagee all its right, title and interest in all such policies of insurance, and authorizes Mortgagee to collect for, adjust or compromise any loss which is covered by the provisions of such policies, and to collect loss proceeds (less reasonable expenses of collection). In the event of any loss or damage to the property Mortgagee may elect (a) to make the proceeds of casualty insurance on the property, after deducting therefrom any expenses incurred by the Mortgagee in the collection thereof, available to the Mortgagee for the repair, rebuilding or restoration of the Buildings and Improvements on the property or (b) to apply such insurance proceeds in reduction of the indebtedness evidenced by the Note, whether due or not, without prepayment premium. Provided: (a) no event of default or event which, but for the passage of time, giving of notice or both, would constitute an event of default shall exist under this Mortgage, the Note or any other loan document, (b) in Mortgagee's reasonable judgment, the amount of insurance proceeds and other funds available to Mortgagee are sufficient to reconstruct the Buildings and Improvements to their condition prior to such casualty, (c) in Mortgagee's reasonable judgment, the Buildings and Improvements can be rebuilt no later than the maturity date of the Note, and (d) Mortgagee is maintaining not less than one year's business interruption insurance on the property, Mortgagee shall not unreasonably withhold its approval to the application of insurance proceeds to restoration and repairs of the property. Provided further, that if the proceeds from the casualty insurance, after deducting the expenses of collection, are less than \$1,000,000.00 Mortgagee agrees to make such proceeds available to Mortgagee to restore and repair the property. In the event Mortgagee makes proceeds of insurance available for rebuilding, the Buildings and Improvements shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction, in a good and workmanlike manner in conformity with all governmental statutes, ordinances and regulations. If the insurance proceeds are made available for repair, rebuilding or restoration, such proceeds shall be disbursed by Mortgagee or a disbursing party chosen by Mortgagee ("Disbursing Party") in accordance with procedures satisfactory to the Mortgagee including delivery of plans and specifications for approval by the Mortgagee, satisfactory evidence of the cost of completion thereof and architects, certificates, waivers of lien, contractors, and subcontractors, sworn statements, title continuations and other evidence of cost and payments so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that such work is free and clear of mechanics' lien claims except for liens which are being contested by the Mortgagee in accordance with the terms of this Mortgage. No payment made prior to the

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[The remainder of the page contains extremely faint, illegible text, likely a document or form that has been scanned with low contrast or is otherwise obscured.]

6.10 Performance by Mortgagee: If Mortgagee shall default in the payment of any Imposition levied or assessed against the property; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage; in the delivery to Mortgagee of the insurance policies required hereunder; in the performance or

6.9 Repair: Mortgagee will place and thereafter keep the property in first class order, repair and operating condition, causing all necessary repairs, alterations, renewals, replacement, additions, betterments and improvements to be promptly made thereto, and will not allow any of the property to be misused, abused or wasted, or to deteriorate (except for reasonable wear and tear). Mortgagee will promptly replace all worn-out or obsolete fixtures or collateral covered by this Mortgage with fixtures or collateral comparable to the replaced fixtures or collateral when new; and will not, without the prior written consent of Mortgagee, remove from the property any fixtures or collateral covered by this Mortgage except as provided herein, nor make structural alterations to the property or any other alterations thereto which, in the reasonable opinion of Mortgagee, would materially impair the value thereof.

Final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the Disbursing Party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the buildings and improvements may reasonably exceed the sum of Two Hundred Thousand Dollars (\$200,000.00) then the Mortgagee must approve plans and specifications of such work before such work shall be commenced. If such insurance proceeds are insufficient to pay for the cost of completion of such work, the Mortgagee shall promptly pay any additional amounts required therefor. Any surplus which may remain out of such insurance proceeds, after payment of the cost of repair, rebuilding or restoration, and the reasonable charges of the Disbursing Party shall, at the option of the Mortgagee, be applied on account of the indebtedness evidenced by the Note, without prepayment premium or penalty, or paid to any party entitled thereto as the same appear on the records of the Mortgagee. Any interest earned on the proceeds of insurance held by the Disbursing Party shall be deemed, used and applied as insurance proceeds. Notwithstanding anything in this paragraph to the contrary, in the event of any casualty to the property the cost of repair of which does not exceed \$200,000.00 covered by policies of insurance and may collect the proceeds thereof, provided that such proceeds shall be disbursed to complete the repair and restoration of the buildings and improvements damaged by such casualty and all such repairs and restoration shall be performed in a good and workmanlike manner, in conformity with all governmental statutes, ordinances, and regulations and free of liens.

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

Property of Cook County Clerk's Office

2010/01/05

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6.11 Errors, Defects and Amendments: Mortgagor shall, on request of Mortgagee, (a) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage or in any other Loan Document, or in the execution or acknowledgment of any of them; (b) execute, acknowledge, deliver and record or file such further instruments (including without limitation, further mortgages, security agreements, financing statements, continuation statements and assignments of leases and cash collateral) and to do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and such other instruments given to collateralize the indebtedness secured hereby, and to subject all property, fixtures or cash collateral to the liens and security interests created herein, including specifically but without limitation, any renewals, additions, substitutions, replacements, or apurtenances to the property; and (c) execute, acknowledge, deliver, procure and record or file any document or instrument (including without limitation, any financing statement) reasonably deemed advisable by Mortgagee to protect the lien or interests of third persons, and Mortgagor will pay all reasonable costs in connection with any of the foregoing actions.

observance of this or any other obligation of any Loan Document, including but not limited to, those covering preservation of the property and prevention of waste thereto, then Mortgagee, at its option, may but shall not be obligated to, perform, observe or cure the same, after ten (10) days notice to Mortgagor (except in the case of emergency in which case Lender need not give any advance notice but shall notify Mortgagor within a reasonable time after such performance by Mortgagee) and any payments made by Mortgagee which are incurred for costs or expenses in connection therewith shall be an advance secured hereby and shall bear interest from the date of such advance at the Default Rate under the Note, and shall, at the option of Mortgagee, be repayable immediately upon demand. In the event Mortgagee elects to make any such advance, Mortgagee shall be subrogated respectively to the rights of the holder of any lien or claim, or to the rights of any taxing authority. Mortgagee shall be the sole judge of the legality, validity and priority of any matter for which any advance is made; of the necessity for any such actions; of the amount necessary to be paid in connection with or in satisfaction thereof; and of the necessity of making any such advance; provided, however, that in the event that Mortgagee is contesting any matter as provided in this Mortgage, Mortgagee shall not make any advances with respect to matters being contested by Mortgagor. Subject to the rights of tenants under leases, Mortgagee is hereby empowered to enter, and to authorize its agents, workmen and others to enter upon the property or any part thereof for the purpose of performing, observing or curing any such defaulted obligation without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

6.16 Escrowed Certificate: Mortgagor covenants and agrees that it will, promptly upon request of Mortgagee, furnish an escrowed certificate in form and content reasonably satisfactory to the Mortgagee setting forth the amount of the indebtedness secured hereby and whether or not, to the best of Mortgagor's knowledge, any default, offset or defense is alleged to exist against the indebtedness secured hereby and, if so, specifying the nature thereof.

6.15 Investment Information: That Mortgagor understands that Mortgagee may sell, or may offer for sale, an interest or interests in the indebtedness evidenced by the note and secured by this Mortgage. Mortgagor covenants and agrees that it will, promptly upon request of any bona fide purchaser or offeree as to any such interest, furnish an escrowed certificate in form and content reasonably satisfactory to the Mortgagee setting forth the amount of the indebtedness secured hereby and whether or not any default, offset or defense is alleged to exist against the indebtedness secured hereby and, if so, specifying the nature thereof.

6.14 Replacement Notes: At the sole option of Mortgagee, Mortgagor will execute and deliver, at Mortgagee's expense, a note in substitution of the lost or destroyed original Note secured hereby and Mortgagor will execute and deliver, at Mortgagee's expense any required agreement modifying the Mortgage or other loan documents to reflect the substitution of such new note, provided that the terms and provisions of said new note shall not, in the aggregate, require payments in excess of what would be required under such replaced original Note, nor contain terms different from those of such replaced original Note; provided, however, that Mortgagee shall indemnify Mortgagor against any liability arising from any such lost or destroyed original Note.

6.13 Financial Statements: That Mortgagor shall furnish Mortgagee with such financial and operating statements covering the Mortgage and the operation of the property as Mortgagee may reasonably require, but not more frequently than once in any calendar year. All such statements shall be prepared by a certified public accountant approved by Mortgagee, and shall be certified correct by Mortgagor. Mortgagor shall deliver to Mortgagee such financial statements of the property within such reasonable time after the period to be covered by such statement as determined by Mortgagee. Mortgagor shall notify Mortgagee in writing of its fiscal year, and of any change therein.

6.12 Leasing: Mortgagor shall not enter into any lease for a majority of the parking facilities located at the mortgaged premises without the expressed written approval of Mortgagee which shall not be unreasonably withheld. Mortgagor may enter into leases, other than as described in the above sentence, without the consent of Mortgagee.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Property of Cook County Clerk's Office

7.1 Use Violations: Mortgagor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of the property in any manner which (a) violates any Legal Requirement in a manner which materially adversely affects the value of the property; (b) may be dangerous unless safeguarded as required by law; (c) constitutes a public or private nuisance; or (d) makes void, voidable or cancellable any insurance then in force with respect to the property.

Until all indebtedness evidenced by the Note or secured by this Mortgage or by any other Loan Document shall have been paid in full and until all obligations shall have been fully performed and discharged, Mortgagor hereby covenants and agrees with Mortgagees that:

NEGATIVE COVENANTS

ARTICLE 7

6.17 Manager: That Mortgagor shall cause the Mortgaged Premises to be managed by a managing agent satisfactory to Mortgagee or pursuant to that certain letter agreement dated June 28, 1989 and a Parking Facility Management Agreement dated as of June 1989 between Beneficiary and 326 South Wells Corporation.

6.18 Loan Documents: That Mortgagor shall perform all of its obligations under the Loan Documents, all of the provisions of which are incorporated herein by this reference.

6.19 Tax and Insurance Escrow: Upon notice from Mortgagee, Mortgagor shall pay to Mortgagee, on the day payments are due under the Note, until all of secured obligations are paid in full, a sum equal to one twelfth of yearly taxes and assessments imposed on the Mortgaged Premises by governmental authorities and which may become a lien upon the Mortgaged Premises and of the annual hazard and liability insurance premiums for the Mortgaged Premises to be held in escrow by Lender for application to the payment of such taxes, assessments and insurance premiums. If the amount of such payments held by Mortgagee shall exceed the amount required to pay such taxes, assessments and insurance when due, the excess shall be, at Mortgagee's option, either promptly repaid to Mortgagor or credited on subsequent payments under this Section. If the amount of such payments held by Mortgagee is not sufficient to pay such taxes or assessments when due, Mortgagor shall immediately pay to Mortgagee any amounts necessary to make up the deficiency. The amount of all such payments shall be pledged as additional security for Secured Obligations. Any and all interest or other earnings earned by such funds shall constitute part of the escrow and shall be distributed from the escrow in the same manner and for the same purposes as any other funds held in such escrow.

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Any consent by the Mortgagee or any waiver of an Event of Default under this Section shall not constitute a consent to, or waiver of, any right, remedy or power of the Mortgagee upon a subsequent Event of Default under this Section. Notwithstanding the foregoing, in the event that Mortgagee consents to any of the assignments or transfers hereinabove described, Mortgagee may deal with any such assignee or transferee of such interests with respect to the Property, the indebtedness secured hereby, or any of the terms or conditions of this Mortgage or any other loan

7.4 Due on Sale or Further Encumbrance Clause. For the purposes of (i) protecting Mortgagee's security, both of repayment by Mortgagee and of value of the Property; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagee; and (iii) keeping the Property free of unpermitted subordinate financing liens, Mortgagee agrees that, except as otherwise permitted in this Mortgage, any sale, transfer of title, conveyance, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance (or any agreement to do any of the foregoing) of the Property or any part thereof or interest therein, of any general partnership interest in a general partner of Mortgagee, whether involuntary or by operation of law, except for a taking by condemnation or eminent domain, without the Mortgagee's prior written consent, which shall not be withheld, delayed, or conditioned unreasonably, shall be an Event of Default hereunder.

7.3 Replacement of Fixtures and Collateral: Except as otherwise provided herein, Mortgagee shall not convey, transfer, assign, remove, demolish, erect, add to or materially alter any Building and Improvement, Fixture or Collateral now or hereafter subject to the lien and security interest of this Mortgage, without the prior written consent of Mortgagee. Mortgagee, however, shall have the right, without the prior written consent of Mortgagee to remove and dispose of such fixtures and Collateral (hereafter referred to in this paragraph as "Replaced Equipment") free from the lien and security interest of this Mortgage, as from time to time may become non-functioning or obsolete, provided that either simultaneously with or prior to such removal, such item shall be replaced with an item of similar function with a value at least equal to that of the Replaced Equipment and free from any lease, lien, title retention, or security interest or other encumbrance. By such removal and replacement, Mortgagee shall be deemed to have subjected such replacement fixtures and collateral to the lien and security interest of this Mortgage.

7.2 Alterations: Mortgagee shall not commit or permit any waste of the Property, whether commissive or permissive and will not make or permit to be made any alterations or additions to the mortgaged premises of a material nature without the prior written consent of the Mortgagee which shall not be withheld, delayed or conditioned unreasonably.

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At the Court of Sessions, County of Cook, Illinois, this 1st day of January, 1900, the following case was called for trial:

THE PEOPLE OF THE COUNTY OF COOK, Illinois, vs. JOHN J. COUGHLIN, Defendant.

The Court ordered that the case be called for trial on the 1st day of January, 1900, at 10 o'clock in the forenoon, at the Court of Sessions, County of Cook, Illinois.

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(b) Non-maintenance of Insurance: If the Mortgagor shall fail to maintain the insurance coverages in effect as required in Paragraph 6.8 hereof.

(a) Non-payment of Indebtedness: The failure, refusal or neglect of Mortgagor to pay any part of the principal or interest on the indebtedness evidenced by the Note, or any part thereof, when such payment becomes due in accordance with the terms of the Note, or Mortgagor fails, refuses or neglects to pay any other sums due pursuant to the terms of the Note, this Mortgage or any other loan document, or when accelerated pursuant to any power to accelerate provided in the Note, this Mortgage or any other loan document or to make any other payment required to be made pursuant to the terms of this Mortgage for ten (10) days after notice by Mortgagee to Mortgagor of such sums being due.

8.1 Events of Default: The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

EVENTS OF DEFAULT; REMEDIES

ARTICLE 8

7.6 Regulation G Clause: Mortgagor covenants that the proceeds evidenced by the Note secured hereby will not be used for the purchase or carrying of registered equity securities within the purview and operation of Regulation G issued by the Board of Governors of the Federal Reserve System, or for the purpose of releasing or retiring any indebtedness which was incurred originally for any such purpose.

7.5 Platting, Replatting, Subdivision and Resubdivision: Mortgagor shall not hereafter, without the consent of Mortgagee, impose any restrictions, agreements or covenants which run with the land upon the Mortgaged Premises, nor plat, replat, subdivide or resubdivide the Mortgaged Premises through action with or compliance with the requirements or procedures of any governmental Authority, or any legal requirements, or through recordation in any required public office. Mortgagor shall not amend the Annexation Agreement without the Mortgagee's prior written consent.

Document, as fully and to the same extent as it might with Mortgagor, without in any way releasing or discharging Mortgagor from its liability or undertakings hereunder. In the event Mortgagor commits or suffers or permits any of the foregoing prohibited acts, all sums secured by this Mortgage and other loan documents, including all prepayment premiums, shall, at the option of Mortgagee, become immediately due and payable, and Mortgagee may avail itself of all remedies provided for herein.

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OFFICE OF THE CLERK OF THE COURT
COURT HOUSE
CHICAGO, ILL.

IN SENATE
JANUARY 18, 1911
REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE
ON THE
LANDS BELONGING TO THE
STATE OF ILLINOIS
AND THE
LANDS BELONGING TO THE
UNITED STATES
AND THE
LANDS BELONGING TO THE
INDIAN TRIBES

CHICAGO, ILL.,
1911.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

(h) Bankruptcy Order: The entry of an order for relief under the United States Bankruptcy Code with respect to Mortgagor not dismissed within sixty (60) days after the entry of such order.

(g) Appointment of Receiver: The appointment of a receiver for Mortgagor of the indebtedness evidenced by the Note, or the Property, or any part thereof, and not dismissed within sixty (60) days after such appointment.

(f) Process Against the Property: The levy of any execution attachment, sequestration or other writ against the Property or any part thereof not dismissed within sixty (60) days after such levy.

(e) Assignment for Benefit of Creditors: The execution of an assignment for the benefit of creditors by the Mortgagor.

(d) Non-performance of Obligations: If any default shall occur in the due and punctual performance of or compliance with any of the terms, covenants, conditions or agreements contained herein (other than as described in the preceding clauses (a) through (c) of this Paragraph 8.1 and, in the case of any default which is susceptible of being cured, the continuance of such default for thirty (30) days after the Mortgagor shall be given notice thereof; provided, however, that if such default cannot be cured with diligence within said thirty (30) day period, the Mortgagor shall have such additional time (but not in excess of sixty (60) additional days) as may be required to cure such default so long as the Mortgagor commences within said thirty (30) day period and diligently pursues all actions necessary to effect such cure.

(c) Untrue Representations and Warranties: If any representation or warranty made by the Mortgagor in this statement, notice, demand or request made or delivered by the Mortgagor pursuant to or in connection with this Mortgage or any other Loan Document shall prove to be untrue or incorrect in any material respect on the date when made and, in the case of any breach of a representation or warranty which is susceptible of being cured, the continuance of such breach for a period of thirty (30) days after the Mortgagor shall be given notice thereof; provided, however, that if such breach cannot be cured with diligence within such thirty (30) day period, the Mortgagor shall have such additional time (but not in excess of sixty (60) additional days) as may be required to effect such cure so long as the Mortgagor commences within such thirty (30) day period and diligently pursues all actions necessary to effect such cure.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF THE COURT

CHIEF CLERK

DEPUTY CLERK

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

(f) Other Liens, Security, Interests or Rights: Without the prior written consent of Mortgagee, Mortgagor's creation, placement, permission, acquisition, allowance or inaction which results in any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the

(4) Any case, proceeding or other action against Mortgagee shall be commenced seeking to have an order for relief entered against Mortgagee as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Mortgagee under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, Mortgagee, custodian or other similar official for Mortgagee or for all or any substantial part of the property of Mortgagee, and such case, proceeding or other action (1) results in the entry of an order for relief against Mortgagee which is not fully stayed within ninety (90) business days after the entry thereof or (11) remains undisturbed for a period of ninety (90) days.

(3) Mortgagee shall take any action to authorize: (1) the non-payment of debts generally as they become due; (11) the admission in writing of inability to pay debts generally as they become due; or (111) the commencement of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Mortgagee under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, Mortgagee, custodian or other similar official of Mortgagee or for all or any substantial part of the property of Mortgagee.

(2) Mortgagee shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Mortgagee under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, Mortgagee, custodian or other similar official for Mortgagee or for all or any substantial part of the property of Mortgagee.

(1) Mortgagee shall not pay his debts generally as they become due or shall admit in writing his inability to pay his debts generally.

(1) Insolvency:

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Property which are not delinquent, security interest, encumbrance or charge, conditional sale or other title retention document, against or covering the Property, or any part thereof, except for permitted exceptions, regardless of whether the same are expressly or otherwise subordinate to the Lien or security interest created by this Mortgage, and such matters are not released within thirty (30) days after notice from Mortgagee. The Property is subjected to actual waste, whether commissive or permissive and is not cured within thirty (30) days after notice from Mortgagee, except in the event Mortgagee cannot cure such matter within such thirty-day period and Mortgagee commences to cure such matter within such thirty-day period, thereafter and such waste is cured no later than sixty (60) days after notice from Mortgagee.

(j) Abandonment: Mortgagee's acts or inaction which, in the sole judgment of Mortgagee, would constitute abandonment of all or any portion of the Property, and such notice from Mortgagee, except in the event Mortgagee cannot cure such matter within such thirty-day period and Mortgagee commences to cure such matter within such thirty-day period, thereafter and such matter is cured no later than sixty (60) days after notice from Mortgagee.

(k) Non-Compliance with Governmental Authorities: The failure, refusal or neglect of Mortgagee to comply at its own cost with all legal requirements of any governmental Authority having lawful jurisdiction over the property or its operation, and such failure, refusal or neglect is not cured within thirty (30) days after notice from Mortgagee, except in the event Mortgagee cannot cure such matter within such thirty-day period and Mortgagee commences to cure such matter within such thirty-day period, thereafter and such matter is cured no later than sixty (60) days after notice from Mortgagee.

(l) Adverse Liens: The assertion of any claim of priority to this Mortgage by title, lien, security interest or otherwise in any legal or equitable proceeding (which is substantive), which is not cured within thirty (30) days after notice from Mortgagee, acting in good faith, reasonably believes claim Mortgagee, which is not cured within thirty (30) days after notice from Mortgagee except those matters being contested by Mortgagee as provided in Paragraph 5.5 hereof.

(m) Foreclosure of Other Liens: If the holder of any Lien or security interest on the Property, (whether or not Mortgagee has consented to the existence of such Lien or security interest and without hereby implying Mortgagee's consent to the existence, placing, creating or permitting of any such Lien or security interest) institutes or completes

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Property of Cook County Clerk's Office

(c) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (1) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any

interest at the Default Rate provided in the Note. hereby secured and shall be payable upon demand with the Note, shall constitute so much additional indebtedness as to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection with the sale or other event for which such notice is required, shall be met by mailing written notice to the address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. Any requirement of the Code for reasonable notice shall be met by mailing written notice to the address above set forth at least ten (10) days prior to the sale or other event for which such notice is required.

(b) Uniform Commercial Code. Mortgagee shall, with respect to any part of the mortgaged premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Code, have all the rights, options and remedies of a secured party under the Code, including without limitation, the right to the possession of any such property or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of the Code for reasonable notice shall be met by mailing written notice to the address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection with the sale or other event for which such notice is required, shall constitute so much additional indebtedness as to the sale or other event for which such notice is required. hereby secured and shall be payable upon demand with the Note, shall constitute so much additional indebtedness as to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection with the sale or other event for which such notice is required, shall be met by mailing written notice to the address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. Any requirement of the Code for reasonable notice shall be met by mailing written notice to the address above set forth at least ten (10) days prior to the sale or other event for which such notice is required.

(a) Acceleration. Mortgagee may, by written notice to Mortgagee, declare the Note and all unpaid indebtedness of Mortgagee hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

8.2 Remedies: Upon the occurrence of any Event of Default hereunder the Mortgagee is hereby authorized and empowered, at its sole option and without affecting the lien and security interests hereby created or the priority of such lien and security interests or any other right of the Mortgagee hereunder or under any other loan document, to do any or all of the following without further notice to or demand upon the Mortgagee or any party liable for the Secured Obligations or having an interest in the Mortgages Premises (except as otherwise required by law):

(d) Default under Loan Documents: If any Event of Default shall occur under any Loan Documents.

(b) Dissolution of Entity: Any action or the institution of any proceeding by Mortgagee or any Guarantor for the dissolution or termination of Mortgagee.

foreclosure or other proceedings for the enforcement of its remedies with respect to such lien or security interest, except those matters being contested by Mortgagee as provided in Paragraph 5.5 hereof.

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned, and that the same is a true and correct copy of the original as the same appears in the files of the undersigned.

Subscribed and sworn to before me this 1st day of January, 1900, at Chicago, Illinois.

Notary Public for Cook County, Illinois.

Witness my hand and seal this 1st day of January, 1900, at Chicago, Illinois.

Notary Public for Cook County, Illinois.

Notary Public for Cook County, Illinois.

Notary Public for Cook County, Illinois.

Notary Public for Cook County, Illinois.

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agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness hereby secured in the decree of sale, all expenditures and expenses authorized by the Act and all other expenditures and expenses which may be paid or incurred by or on behalf of mortgagee for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the mortgaged premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the mortgaged premises and rents and income therefrom and the maintenance of the lien of this mortgage, including the reasonable fees of any attorney employed by mortgagee in any litigation or proceedings affecting this mortgage, the Note or the mortgaged premises, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional indebtedness hereby secured and shall be immediately due and payable by mortgagee, with interest thereon at the Default Rate provided in the Note until paid.

(d) Appointment of Receiver. Mortgagee shall, as a matter of right, without notice and without giving bond to mortgagee or anyone claiming by, under or through it, and without regard to the solvency or insolvency of mortgagee or the then value of the mortgaged premises, be entitled to have a receiver appointed pursuant to Section 10-1702 of the Act of all or any part of the mortgaged premises and the rents, issues and profits thereof, with such powers as the court making such appointment shall confer, and mortgagee hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the mortgaged premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove mortgagee or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

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IN SENATE
JANUARY 11, 1900

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1899

ALBANY:
ANDREW B. HAYDEN, PRINTER,
1899

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(iv) extend or modify any then existing lease and make new leases of all or any part of the mortgaged premises, which extensions, modifications, and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale (provided that the terms of such extensions, modifications, or new leases must be commercially reasonable), it being understood and agreed that any such leases, and the options or other such provisions

(iii) elect to disaffirm any lease or sublease of all or any part of the mortgaged premises made subsequent to this mortgage without mortgagee's prior written consent;

(ii) cancel or terminate any lease or sublease of all or any part of the mortgaged premises for any cause or on any ground that would entitle mortgagee to cancel the same;

(i) hold, operate, manage and control all or any part of the mortgaged premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the mortgaged premises, including without limitation actions for recovery of rent, actions in forbearance, and actions in distress for rent, all without notice to mortgagee;

(e) Taking possession, collecting rents, etc. Upon demand by mortgagee, mortgagee shall surrender to agent or attorneys or be placed in possession pursuant to court order as mortgagee in possession or receiver as provided in Section 15-1701 of the Act, and mortgagee, in its discretion, personally, by its agents or attorneys or pursuant to court order as mortgagee in possession or receiver as provided in Section 15-1701 of the Act may enter upon and take and maintain possession of all or any part of the mortgaged premises, together with all documents, books, records, papers, and accounts of mortgagee relating thereto, and may exclude mortgagee and any agents and servants thereof wholly therefrom and may, on behalf of mortgagee, or in its own name as mortgagee and under the powers herein granted;

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Property of Cook County Clerk's Office

IN SENATE
JANUARY 11, 1900
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE
MAY 10, 1899
RELATIVE TO THE
LANDS BELONGING TO
THE STATE OF ILLINOIS

ALBION CLARK, CLERK

CHICAGO, ILLINOIS

1900

PRINTED BY THE
STATE OF ILLINOIS

CHICAGO, ILLINOIS

1900

PRINTED BY THE
STATE OF ILLINOIS

CHICAGO, ILLINOIS

1900

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Nothing herein contained shall be construed as constituting a mortgage as a mortgage in possession in the absence of the actual taking of possession of the mortgaged premises. The right to enter and take possession of the mortgaged premises and use any personal property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, reasonable counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses mortgagee promises to pay upon demand together with interest at the rate applicable to the Note at the time such expenses are incurred. Mortgagee shall not be liable to account to mortgagor for any action taken pursuant hereto other than to account for any rents actually received by mortgagee. Without taking possession of the mortgaged premises, mortgagee may, in the event the mortgaged premises become vacant or are abandoned, take such steps as it deems appropriate to protect and secure the mortgaged premises (including hiring watchmen therefor) and all costs incurred

as mortgagee shall elect. Indebtedness hereby secured in such order and manner of taxes, premiums and other charges applicable to the mortgaged premises, to the payment of management of the mortgaged premises, and for the reasonable fee for the collection thereof and for the apply the net income, after allowing a

(v) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments, and improvements in connection with the mortgaged premises as may seem judicious to mortgagee, to insure and reinsure the mortgaged premises and all risks incidental to mortgagee's possession, operation and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(vi) after the extent to which the mortgagor or any partner of mortgagee is personally liable thereunder, all persons whose interests in the mortgaged premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness hereby secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 14th day of May, 2014.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE

CLERK OF COOK COUNTY

COOK COUNTY CLERK'S OFFICE

in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the default rate provided in the Note.

8.3 Waiver of Right to Redeem From Sale - Waiver of

Appraisalment, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Mortatorium 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 Mortgaged Premises marshalled upon any foreclosure of the Lien hereof and agrees that any court having jurisdiction to foreclose such Lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, it not previously due, shall be and become immediately due and payable without demand or notice of any kind. To the fullest extent permitted by law, Mortgagor hereby voluntarily and knowingly waives any and all rights of reinstatement and redemption as allowed under Section 15-1601(b) of the Act, and to the fullest extent permitted by law, the benefits of all present and future valuation, appraisalment, homestead, exemption and mortatorium laws under any state or federal law, all on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the property described herein subsequent to the date of this Mortgage, and on behalf of all other persons.

8.4 Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 8.2 hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Section 8.2 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Third, to all interest on the Note; Fourth, to all principal on the Note with any overplus to whomsoever shall be lawfully entitled to same.

8.5 Remedies Cumulative: No remedy or right of Mortgagee hereunder, or under any other Loan Document or otherwise available under applicable law, shall be exclusive of any other

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 10, 1900.

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1899.

Property of Cook County Clerk's Office

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE

8.6 Remedies for Leases and Cash Collateral: If any Event of Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled in its discretion, to do any of the following: (a) enter and take actual possession of the Property, the Cash Collateral, the Leases and other Property relating thereto or any part thereof personally, or by its agents or attorneys and exclude Mortgagee therefrom; (b) enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagee relating thereto; (c) as attorney-in-fact or agent of Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Cash Collateral, the Leases and other Property relating thereto and conduct the business thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Cash Collateral, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (d) cancel or terminate any Lease for any cause or on any ground which would entitle Mortgagee to cancel the same; (e) elect to disaffirm any Lease made subsequent hereto, or subordinated to the Lien hereof; (f) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the premises that, in its discretion, may seem appropriate; (g) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (h) receive all such Cash Collateral and proceeds, and perform such other acts in connection with the management and operation of the Property as Mortgagee in its discretion may deem proper, Mortgagee hereby granting full power and authority to exercise each and every of the rights, privileges and powers contained herein at any and all times after any Event of Default without notice to Mortgagee. The Mortgagee

right or remedy, but each such remedy or right shall be in addition to, every other remedy or right now or hereafter existing at law or in equity under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or an acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee. All obligations of the Mortgagee, and all rights, powers and remedies of the Mortgagee expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Note or any other written agreement or instrument relating to any of the indebtedness secured hereby, the obligations or any security therefor.

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8.7 Collateral: Whenever an Event of Default shall be existing, the Mortgagee may exercise from time to time any rights and remedies available to it with respect to the Collateral under applicable law upon default in payment of indebtedness. Mortgagee shall, promptly upon request by the Mortgagee, assemble the collateral and make it available to the Mortgagee and Mortgagee, as the Mortgagee shall designate. Any notification required by law of intended disposition by Mortgagee of any of the collateral shall be deemed reasonably and properly given if limiting the foregoing, whenever an Event of Default is existing the Mortgagee may, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind, (a) notify any person obligated on the collateral to perform directly for the mortgage its obligations thereunder, (b) enforce collection of any of the collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (c) endorse any checks, drafts or other writings in the name of Mortgagee to allow collection of the collateral, (d) take control of any proceeds of the collateral, (e) with respect to so much of the collateral as is personal property under applicable law, enter upon any premises where any of the collateral may be located and take possession of and remove such collateral, (f) with respect to so much of the collateral as is personal property under applicable law, sell any or all of the collateral, free of all rights and claims of the Mortgagee or thereon, at any public or private sale, and (g) with respect to so much of the collateral as is personal property under applicable law, bid for and purchase any or all of the collateral at any such sale. Any proceeds of any disposition by the Mortgagee of any of the collateral may be applied by the Mortgagee to the payment of expenses in connection with the collateral, including reasonable

in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the cash collateral to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinafter authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the property, including the cost from time to time of installing, replacing or repairing the property, and of placing the property in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any obligations.

attorneys' fees and legal expenses, and any balance of such proceeds shall be applied by the Mortgagee toward the payment of the indebtedness secured hereby and the Obligations in such order of application as the Mortgagee may from time to time elect. The Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. The Mortgagee hereby expressly waives presentment, demand, notice of dishonor, notice of intent to accelerate and acceleration and protest in connection with the Note, and, to the fullest extent permitted by applicable law and except as otherwise expressly provided for herein, any and all other notices, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder.

The Mortgagee hereby constitutes the Mortgagee its attorney-in-fact with full power of substitution upon an Event of Default to take possession of the Collateral upon any Event of Default and, as the Mortgagee in its sole discretion reasonably exercised deems necessary or proper, to execute and deliver all instruments required by Mortgagee to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the indebtedness secured hereby or the Obligations are outstanding.

8.8 No Liability on Mortgagee: Notwithstanding anything contained herein to the contrary, the Mortgagee shall not be obligated to perform or discharge, any obligation, duty or liability of Mortgagee, whether under any of the Leases or otherwise, and Mortgagee shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, claim, expense, loss or damage which Mortgagee may or might incur with respect to the Property, or under or by reason of its exercise of rights hereunder, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to be performed or discharged. The Mortgagee shall not have responsibility for the control, care, management or repair of the Property nor shall the Mortgagee be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers herein granted to it, and Mortgagee expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage, under any of the Leases or under or by reason hereof, or in the defense of any claims or demands, unless due to intentional or grossly negligent conduct by the Mortgagee, the Mortgagee agrees to reimburse the Mortgagee immediately upon demand for the amount thereof, including costs, expenses and a reasonable attorney's fee, together with interest thereon from date of such payment at the Default Rate.

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UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

9.4 Transfers: Mortgagor agrees that if Mortgagor's rights in the collateral are voluntarily or involuntarily transferred, whether by sale, creation of a security interest, attachment, levy, garnishment or other judicial process, without the written consent of Mortgagee, such transfer shall constitute an event of default.

9.3 Prohibition of Encumbrance or Sale: Except for dispositions of obsolete equipment or personal property not necessary in the operation of the mortgaged premises, or, if necessary, which is replaced with replacement equipment or personal property, Mortgagor agrees not to sell, convey or grant security interests in, or otherwise dispose of or encumber, any of the collateral, nor, in any event, to impair any of Mortgagee's right, title or interest therein without first securing Mortgagee's written consent.

9.2 Indebtedness Secured: Mortgagor agrees that the security interest created by this Security Agreement and Financing Statement shall secure the payment of all Secured Obligations.

9.1 Security Agreement: This mortgage shall, in addition to being constituted as a mortgage on the mortgaged premises, also constitute and serve as a "Security Agreement and Financing Statement" within the meaning of the code with respect to the collateral and a first security interest in all collateral is hereby granted to Mortgagee until the grant of this mortgage shall terminate.

SECURITY AGREEMENT AND FINANCING STATEMENT

ARTICLE 9

8.9 Extent of Remedies: In the event that any provision in this mortgage shall be inconsistent with any provision of the Act, shall take precedence over the provisions of this mortgage, but shall not invalidate or render unenforceable any other provision of this mortgage that can be construed in a manner consistent with the Act. If any provision of this mortgage shall grant to Mortgagee any rights or remedies upon default of the mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of such provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this mortgage, shall be added to the indebtedness secured by this mortgage or by the judgment of foreclosure.

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TO: [Illegible]

FROM: [Illegible]

SUBJECT: [Illegible]

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Property of Cook County Clerk's Office

9.5 Financing Statements: Mortgagor authorizes Mortgagor to file financing statements and replacement, continuation or correction financing statements and other security documents covering fixtures and collateral in any jurisdiction where this Security Agreement and Financing Statement will be given effect. At the request of Mortgagor, Mortgagor covenants and agrees to join Mortgagor in executing one or more such financing statements pursuant to the Code in a form satisfactory to Mortgagor, and to pay all costs of filing any such financing statements in all requisite public filing offices at any time and from time to time wherever Mortgagor deems filing or recording of any financing statement to be desirable or necessary.

9.6 Character of Collateral: Mortgagor and Mortgagor agree that: (a) the execution and filing of any financing statement pursuant hereto shall never be construed as in any way derogating from or impairing the declaration and stated intention herein of the parties hereto that, to the extent permitted by law, all such collateral, rights and cash collateral which are described in this Mortgage are, for all purposes and in all proceedings (both legal and equitable), and at all times, to be regarded as fixtures, as part of the Realty described herein, irrespective of whether or not any such item is physically attached to such Realty, or any such item is referred to or reflected in any such financing statement so filed at any time; (b) this instrument, upon recording with the real estate records of the Recorder of Deeds, Cook County, Illinois shall constitute a "fixture filing" within the meanings of Sections 9-313 and 9-402 of the Code; and (c) carbon, photographic or other reproduction of this Mortgage is sufficient and may be filed as a financing statement under Section 9-402 of the Code. The mailing addresses of Mortgagor and Mortgagor from which information concerning the security interest being granted herein, is as set forth above. Similarly, the description in any such financing statement of (i) the rights in or to the proceeds of any casualty insurance policy required hereby, or (ii) the proceeds of any settlement or any award in any eminent domain or condemnation proceedings for a taking or for loss of value, or (iii) Mortgagor's interest as lessor in any lease covering such property or rights to cash collateral growing out of the use and occupancy, or occupancy of such property, whether pursuant to any such lease or otherwise shall never in any manner be construed as altering any of the rights of Mortgagor hereunder, or impugning the priority of the lien and security interest granted hereby or by any other loan document; but any such description in any such financing statement is declared to be for the protection of Mortgagor in the event any court of competent jurisdiction shall at any time hold with respect to (i), (ii) or (iii) hereof, that in order for notice of such Mortgage's priority or interest to be effective against a particular class of persons or entities, including but not limited to, the United States Government and any Governmental Authority, a financing statement must be filed in the appropriate records required pursuant to the Code.

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In the County of Cook, Illinois, I, the undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

Witness my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

The undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Court.

Witness my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

Property of Cook County Clerk's Office

11/11/11 10:11:11 AM

9.6 Sale of Collateral: Mortgagor agrees that, to the extent permitted by law and without limiting any rights and privileges herein granted to Mortgagee, Mortgagee may dispose of any or all of the collateral at the same time and place, and in the same manner as the non-judicial foreclosure sale provided under the terms and conditions of this Mortgage, upon giving the

9.7 Other Financing Statements: Mortgagor warrants and covenants that there is and will be no financing statement covering the collateral, or any part of it, on file in any public office other than financing statements executed and filed in connection herewith and that the collateral is located on the Realty.

9.8 Remedies of Mortgagee: Mortgagor agrees that upon or after the occurrence of any Event of Default hereunder, Mortgagee may, with or without notice of intent to accelerate maturity or notice of acceleration of maturity to Mortgagor, exercise its right to declare all indebtedness secured by the security interest created hereby immediately due and payable, in which case Mortgagee shall have all rights and remedies granted by law, and more particularly, the Code, including but not limited to, the right to take possession of the collateral to the extent permitted by law or otherwise permitted by this Mortgage and to require Mortgagee to assemble and deliver the collateral to such place as Mortgagee may designate; and for this purpose may enter upon any premises on which any or all of the collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate said collateral or remove it therefrom. Mortgagee shall have the further right to take any action it deems necessary, appropriate or desirable, at its option and in its discretion, to repair, refurbish or otherwise prepare the collateral for sale, lease or other use or disposition, and to sell at public or private sales or otherwise dispose of, lease, or utilize the collateral and any part thereof in any manner authorized or permitted by law, and to apply the proceeds thereof toward payment of any costs and expenses, including attorneys' fees and legal expenses, thereby incurred by Mortgagee and toward payment of Mortgagor's Obligations hereunder, including the indebtedness evidenced by the Note and secured by this Mortgage and other loan documents, in such order and manner as Mortgagee may elect. To the extent permitted by law, Mortgagee expressly waives any notice of sale or other disposition of the collateral, and any other rights or remedies of a debtor or other formalities prescribed by law relative to a sale or disposition of the collateral, or to exercise any other right or remedy existing after default hereunder; and to the extent any notice is required and cannot be waived, Mortgagee agrees that if such notice is sent as provided herein to Mortgagee at least ten (10) days before the time the sale or disposition, such notice shall be deemed reasonably given and shall fully satisfy any requirements for giving of said notice.

9.9 Sale of Collateral: Mortgagor agrees that, to the extent permitted by law and without limiting any rights and

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10.4 Business Purpose: That Mortgagor represents and agrees that the proceeds of the loan secured by this mortgage will be used for the business purposes and that such loan constitutes a business loan. It is the intent of Mortgagor and Mortgagor in the execution of this mortgage and the Note and all other Loan Documents to contract in strict compliance with any usury laws governing the loan evidenced by the Note it and to the extent applicable. In furtherance thereof, Mortgagor and Mortgagor stipulate and agree that none of the terms and provisions contained in this mortgage, the Note and other loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged under applicable laws governing the loan evidenced by the Note. Mortgagor or any guarantor, endorser or other party now or

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10.3 Cumulative Powers: Each and every right, power and remedy herein given to Mortgagor shall be cumulative and not exclusive; each and every such right, power and remedy, whether specifically given herein or otherwise existing, may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagor. The exercise of or the attempted exercise of any such right, power or remedy will not be deemed a waiver of the right to exercise or in election of remedies with respect to any other right, power or remedy that may or could be exercised at the same time or thereafter. No delay or failure to avail itself of the exercise of any right, power or remedy will impair the rights of Mortgagor to exercise any such right, power or remedy or operate as a waiver thereof, or thereafter to exercise any other right, power or remedy then or thereafter existing.

10.2 Governing Law: This mortgage (and the debts and obligations secured hereby and all other obligations of the parties hereunder) shall be governed by and construed in accordance with the internal laws of the State of Illinois.

10.1 Term: If Mortgagor shall fully pay all indebtedness evidenced by the Note and Mortgagor shall fully pay all other indebtedness secured hereby and by any other loan document that may be owing, or cause same to be paid, and keep and perform each and every obligation, covenant, condition and stipulation contained herein, in the Note or any other loan document, then this mortgage shall become null and void and Mortgagor agrees to execute a release; otherwise this mortgage is to be and shall remain in full force and effect.

MISCELLANEOUS

ARTICLE 10

same notice provided for in this mortgage for such non-judicial foreclosure sale.

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

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RECORDED

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

hereafter becoming liable for the payment of the Note shall never be liable for interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under applicable laws. The provisions of this paragraph shall control over all other provisions of the Note and any other instrument executed in connection herewith that may be in apparent conflict therewith. In the event any holder of the Note shall collect monies that are deemed to constitute interest that would otherwise increase the effective interest rate on the Note to a rate in excess of that permitted to be charged under applicable laws, all such sums deemed to constitute interest in excess of the legal rate shall be immediately applied in the manner provided in the Note.

10.5 Partial Invalidation of Lien: If the lien or security interest secured by this Mortgage is invalid or unenforceable as to any part of the indebtedness, or if such lien or security interest is invalid or unenforceable as to any part of the property, any unsecured portion of such indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of said indebtedness. All payments made on the indebtedness secured hereby, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of such indebtedness which is not secured by the lien or security interest of this Mortgage.

10.6 Partial Invalidation of Mortgage: The invalidity or unenforceability in any particular circumstance of any provision of this Mortgage shall not extend beyond such provision or such circumstance, and no other provision of this instrument shall be affected thereby.

10.7 Disclaimer or Waiver: Any failure by Mortgagee to insist, or any election by Mortgagee not to insist, upon strict performance by Mortgagee of any of the terms, provisions or conditions of this Mortgage or any Loan Document shall not be deemed to be a waiver of same or of any other covenant, term, condition, agreement or provision thereof, and Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by Mortgagee of any and all of such covenants, terms, provisions and conditions of this Mortgage or any Loan Document.

10.8 Payment on Account: Acceptance by Mortgagee of any payment in an amount less than the amount then due on the indebtedness evidenced by the Note or secured hereby or by any other Loan Document shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default. Until the entire amount due on the aforesaid indebtedness as defined in the Loan Documents has been paid, Mortgagee shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of an event of default.

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UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

NOTARY PUBLIC

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

Property of Cook County Clerk's Office

10.15 Marshaling of Assets: Mortgagor hereby waives all rights of marshaling of assets in the event of any foreclosure of the liens and security interest hereby created. Upon any foreclosure of this Mortgage, Mortgagor, or any person claiming

10.14 No Joint Venture: It is the intention of Mortgagor and Mortgagee that the relationship between them hereunder and the other Loan Documents be solely that of borrower and lender and nothing herein contained shall be deemed to create any partnership, joint venture, co-venture or other relationship other than that of debtor and creditor.

10.13 Relation after Foreclosure Sale: Any foreclosure sale of the Mortgaged Premises under this Mortgage shall, without further notice create the relation of landlord and tenant at sufferance between the purchaser at such sale as landlord, and Mortgagor as tenant; and upon failure to surrender possession after acquisition of title by the Mortgagee and demand, Mortgagor may be removed by a writ of possession upon suit by such purchaser.

10.12 Successors and Assigns: All of the terms, covenants and agreements contained in this Mortgage and the other Loan Documents shall be binding upon and inure to the benefit of the parties and their respective successors and assigns (provided that nothing in this Section shall imply that any assignment or transfer may be made except in compliance with the foregoing provisions of this Mortgage restricting such assignment or transfer).

10.11 Covenants Running with the Land: All obligations contained herein or in the other Loan Documents are intended by the parties to be, and shall be construed as, covenants running with the Mortgaged Premises.

10.10 Further Assurances: Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver, record and/or file such further instruments and perform such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purpose of this Mortgage and any Loan Document and to subject to the liens and security interest hereof and thereon any property intended to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the property, provided that all such instruments and acts will not increase Mortgagor's obligations.

10.9 Performance at Mortgagor's Expense: The cost and expense of performing or complying with any and all of the obligations shall be borne solely by Mortgagor, and no portion of such cost and expense shall in any way and to any extent be credited against any installment or portion of any indebtedness evidenced the Note or secured hereby or by any other Loan Document.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2010.

CLERK OF COOK COUNTY

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

any part of the mortgaged premises by, through or under
Mortgagor, shall not be entitled to a marshalling of Mortgagor's
assets, including the mortgaged premises, or a sale in inverse
order of alienation.

10.16 Taxation: If after the date of this instrument any
state or local law is passed in the situs of the property which
deducts any lien on the mortgaged premises from the value of
either the mortgaged premises or collateral for the purposes of
taxation of mortgages or debts secured thereby, or such law
changes the manner of collection of any such taxes so as to
affect the interest of Mortgagor, then in any such event, unless
Mortgagor makes timely payment of any and all such amounts when
due so as to prevent any adverse affect on the interest of
Mortgagor, the whole sum secured by this instrument with interest
thereon shall at the option of Mortgagor, immediately become due,
payable and collectible without notice to any party. Mortgagor
shall pay all mortgage taxes imposed by applicable law.

10.17 Fixture Filing: Portions of the hereinabove
described collateral are goods which are or shall become fixtures
on the hereinabove described Realty, and the parties hereto
expressly covenant and agree that the filing of this mortgage in
the real estate records of Cook County, State of Illinois shall
also operate, at the time of such filing, as a financing
statement or a fixture filing in accordance with the provisions
of the Code.

10.18 Disclaimer or Waiver: Any failure by mortgagor to
insist, or any election by mortgagor, not to insist, upon strict
performance by mortgagor of any of the terms, provisions or
conditions of this mortgage or any Loan Document shall not be
deemed to be a waiver of same or of any other covenant, term,
condition, agreement or provision thereof, and mortgagor shall
have the right at any time or times thereafter to insist upon
strict performance by mortgagor of any and all of such covenants,
terms, provisions and conditions of this mortgage or any loan
Document.

10.19 Nature of the Instrument: This instrument will be
deemed to be and may be enforced from time to time as an
assignment of leases and cash collateral, chattel mortgage,
contract, mortgage, financing statement, real estate mortgage or
Security Agreement if appropriate under applicable state law.
Because this instrument is effective as a mortgage, as a security
Agreement, and as a combination of both, any default under any
provision herein shall constitute a default under both the
Mortgage and the Security Agreement. This instrument may be
foreclosed as to any of the property (and may be foreclosed
against less than all of the tracts included in the property but
maintained as a continuing first lien against all tracts not made
subject to foreclosure proceedings) in any manner permitted by
the laws of the State of Illinois or of any other state in which
any part of the property is situated, upon any occurrence of an

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Event of Default under the Note or hereunder by reason of this instrument being effective as a mortgage as well as a mortgage and Security Agreement, and any judicial foreclosure suit may be brought by Mortgagee. This instrument contains the entire agreements, covenants, representations, warranties, undertakings, understandings acceptances and approvals of Mortgagor. No variations, modifications or changes herein or hereof shall be effective or binding upon either party unless set forth in a document duly executed by or on behalf of both parties. Time is of the essence.

10.20 Notices: Each party hereto requests that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to each person who is a party hereto at the address of such person set forth herein, all at the same time and in the same manner as would be required if a separate request therefor had been filed by each of such persons.

All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person (ii) received after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service, or (iv) on the day on which either party refuses delivery by mail or by private courier service and (b) addressed as follows:

IF to Trustees:

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

IF to Beneficiary:

c/o LaSalle Partners Development
Corporation
11 South LaSalle Street
Chicago, IL 60603
Attention: Senior Vice President-
Finance

With Copy to:

Jordan H. Peters
Freiborn & Peters
11 South LaSalle Street
Suite 1500
Chicago, IL 60603

IF to Mortgagee:

Kemper Investors Life Insurance
Company
c/o Kemper Financial Services, Inc.
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Real Estate Investment
Group

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OFFICE OF THE CLERK OF COOK COUNTY
111 N. WASHINGTON ST. CHICAGO, ILL. 60602
TEL. 312.743.3000 FAX 312.743.3001
WWW.COOKCOUNTYCLERK.COM

IT TO BE RECORDED;

OFFICE OF THE CLERK OF COOK COUNTY
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312.743.3000

10.26 Trustee's Execution: This Mortgage is executed by Trustee, not personally, but solely as Trustee under the terms of the Trust Agreement dated June 14, 1989 and known as Trust No. 108589-00, solely in the exercise of the power and authority conferred upon and vested in it as such trustee (and Trustee hereby warrants that it possesses full power and authority to execute this Mortgage). It is expressly understood and agreed that nothing herein contained or contained in any other loan Document, shall be construed as establishing any personal liability on Trustee, its agents or employees to pay the indebtedness evidenced by the Note or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being hereby expressly waived by Mortgagee, Mortgagee's recourse being against property.

10.25 Joint and Several: The obligations of the Mortgagor hereunder shall be joint and several.

10.24 After Acquired Property: Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

10.23 Headings: Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. If more than one person executes this instrument as Mortgagor, the duties under this instrument shall be joint and several.

10.22 Headings: The article, Section and subsection entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define or be used in construing the text of such articles, sections or subsections.

10.21 Consent of Mortgagee: No consent or Agreement of Mortgagee described herein shall be effective or binding upon Mortgagee unless given in writing by Mortgagee.

or to each such party at such other addresses as such party may designate in a written notice to the other parties.

Laurance P. Nathan
 Miller, Shakman, Nathan & Hamilton
 208 South LaSalle Street
 Suite 1200
 Chicago, Illinois 60604

With copy to:

89537602

UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Faint, illegible text in the upper middle section.

Faint, illegible text in the middle section, partially obscured by the diagonal watermark.

Faint, illegible text in the lower middle section.

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10.27 Personal Liability: Notwithstanding anything to the contrary contained herein, neither Beneficiary nor any of its partners nor any of the constituent partners of its partners of Beneficiary shall have any personal liability to pay any principal, interest or other sums payable under the Note, or for the obligation to observe, perform or discharge any of the terms, covenants or conditions contained in the Mortgage or other Loan Documents; and (i) no attachment, execution, writ or other process shall be sought and no judicial proceeding shall be instituted by or on behalf of the Lender against Beneficiary as a result of a breach or default under the Note, the Mortgage or other Loan Documents unless such attachment, execution, writ or other Loan Documents shall be necessary to enforce any of the rights, remedies or recourses of Mortgagees against or with reference to the Premises, and (ii) in the event that any suit is brought under the Note, the Mortgage or other Loan Documents, whether before or after the maturity by acceleration, by passage of time or otherwise, any judgment obtained in or as a result of such suit shall be enforceable and/or enforced solely against the Property; provided, however, that Mortgagees shall have full recourse against the Mortgagee and Mortgagee shall be personally liable for and will promptly account to Mortgagee for all rents, issues, profits and income derived from the Mortgage Premises and received by Mortgagee, that accrue from and after the occurrence of an event of default under any of the Loan Documents; provided further, that Mortgagees shall have full recourse against the Mortgagee and Mortgagee shall be personally liable for and will promptly account to Mortgagee for all rents, issues, profits and income derived from the Mortgage Premises which are received by the Mortgagee that accrue from and after the occurrence of a Default under the Loan Documents. Nothing herein contained shall be construed to: (a) be a release or impairment of the indebtedness evidenced by the Note or of the Lien of the Mortgage; (b) prevent Mortgagee from exercising and enforcing any other remedy allowed at law or in equity or by any statute or by the terms of the Note, Mortgage or other Loan Documents; (c) prevent Lender from seeking any personal liability or other available remedy against Mortgagee or any other person under any separate certificate, indemnity, bond, guaranty, assignment or affidavit executed in connection with the Loan; (d) prevent Mortgagee from recovering any funds, damages or costs (including, without limitation, legal expenses) incurred by Mortgagee as a result of any deliberate, intentional or willful action taken in bad faith or as a result of fraud or intentional misrepresentation by or on behalf of Mortgagee; or (e) prevent Mortgagee from recovering any condemnation or insurance proceeds, or other similar funds or payments attributable to the Premises, which under the terms of the Mortgage or any of the other Loan Documents should have been, but were not, paid to Lender.

the income, proceeds and awaits thereof and against Beneficiary and guarantors for the payment of the Loan.

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BY: Urban Site Venture II, Limited
 Its: General Partner
 URBAN SITE VENTURE II, LIMITED, an
 Illinois limited partnership
 Its: General Partner
 Illinois limited partnership
 326 SOUTH WELLS LIMITED PARTNERSHIP, an
 Illinois limited partnership
 BY: Lasalle Partners Development II, Limited Partnership
 Its: Sole General Partner
 Lasalle Partners Development
 Corporation, an Illinois
 corporation
 Its: General Partner
 BY: Lasalle Partners Development II, Limited Partnership
 Its: Sole General Partner
 Lasalle Partners Development
 Corporation, an Illinois
 corporation
 Its: General Partner
 BY: Lasalle Partners Development II, Limited Partnership
 Its: Sole General Partner
 Lasalle Partners Development
 Corporation, an Illinois
 corporation
 Its: General Partner
 BY: Lasalle Partners Development II, Limited Partnership
 Its: Sole General Partner
 Lasalle Partners Development
 Corporation, an Illinois
 corporation
 Its: General Partner
 BY: Lasalle Partners Development II, Limited Partnership
 Its: Sole General Partner
 Lasalle Partners Development
 Corporation, an Illinois
 corporation
 Its: General Partner

AMERICAN NATIONAL BANK AND TRUST
 COMPANY OF CHICAGO, not personally but
 as Trustee under Trust Agreement dated
 June 14, 1989 and known as Trust No.
 108589-00
 BY: [Signature]
 Its: [Signature]

MORTGAGOR

10.28 Loan Advances. This mortgage shall secure unpaid
 balances of loan advances made by mortgagee and evidenced by the
 Note after this mortgage is delivered for recordation in the
 public records of Cook County, Illinois. The maximum amount of
 the unpaid balance of all loan advances, in the aggregate and
 exclusive of interest accrued thereon, which may be outstanding
 at any one time is \$10,000,000.00.
 IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage
 as of the day and year first above written.

The instrument is executed by the undersigned Land Trustee, not personally but solely as
 Trustee in the exercise of the power and authority conferred upon and vested in it as such
 Trustee. It is expressly understood and agreed that all of the warranties, indemnities,
 representations, covenants, undertakings and agreements herein made on the part of the
 Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal
 liability or personal responsibility is assumed by or shall at any time be asserted or
 enforceable against the Trustee on account of any warranty, indemnity, representation,
 covenant, undertaking or agreement of the Trustee in this instrument.

Cook County Clerk's Office

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1989 NOV 13 PM 3:01

FILED FOR RECORD
COOK COUNTY, ILLINOIS

89537602

By: URBAN SITE VENTURE III, LIMITED
 PARTNERSHIP, an Illinois limited
 partnership
 Its: General Partner

By: Lasalle Partners Development III,
 Limited Partnership, an Illinois
 limited partnership
 Its: Sole General Partner

By: Lasalle Partners Development
 Corporation, an Illinois
 corporation
 Its: General Partner

By: *[Signature]*
 Its: *[Signature]*

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RECEIVED

CLERK OF COOK COUNTY
COUNTY OF COOK
STATE OF ILLINOIS

CLERK OF COOK

CLERK OF COOK

22

Property of Cook County

"OFFICIAL SEAL"
KRISTIN MELODY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/15/91

My Commission Expires: _____

Kristin Melody
Notary Public

(NOTARY SEAL)

WITNESS my signature and official seal at _____ County of Cook and State of Illinois, the day and year _____ last aforesaid.

and of Lasalle Partners Corporation, an Illinois corporation, General Partner of Lasalle Partners Development II, Limited Partnership, an Illinois limited partnership, an Illinois limited partnership and Lasalle Partners Development III, Limited Partnership, an Illinois limited partnership, respectively, Sole General Partners of Urban Site Venture II, Limited Partnership, an Illinois limited partnership, respectively, General Partners of 326 South Wells Limited Partnership, an Illinois limited partnership, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such officers for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

I HEREBY CERTIFY that on this _____ day of _____, 1989, before me personally appeared _____, of Lasalle Partners

COUNTY OF COOK

STATE OF Illinois

89537602

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89537602

PTN: 17-16-228-011 & 012
17-11-506-017
326 S. Wells
Chicago, IL

THE SOUTH 1/2 OF LOT 4 AND ALL OF LOTS 5, 6, 7, 8, 9, 10, 11, AND 12
AND THE NORTH 1/2 OF LOT 13 IN THOMAS H. HOWARD'S SUBDIVISION OF
THE EAST 1/2 OF BLOCK 91, IN SCHOOL SECTION ADDITION TO CHICAGO, IN
SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"
LEGAL DESCRIPTION

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602
TEL: 312-603-1000 FAX: 312-603-1001
WWW.COOKCOUNTYCLERK.COM

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SERIAL 171