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This Document prepared by  
~~(to be mailed to):~~  
Edward I. Rothschild  
Two First National Plaza  
Chicago, IL 60603

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## MORTGAGE

THIS MORTGAGE (hereinafter called the "Mortgage"), made this 21st day of November 1989, between LaSalle National Bank, a national banking corporation, not personally but solely as Trustee under Trust Agreement dated July 18, 1985, and known as Trust No. 109925 (hereinafter called "Borrower") and The Manufacturers Life Insurance Company, a corporation of Canada, having its principal office and place of business at 200 Bloor Street East, Toronto, Canada M4W 1E5 (hereinafter called "Lender");

## W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Lender in the principal sum of Ten Million Dollars (\$10,000,000.00) as evidenced by a certain promissory note of even date herewith, the final payment of which is due on the first day of January, 2000, executed by Borrower and delivered to Lender (which note, together with all notes issued in substitution or exchange therefor, as any of the foregoing may be amended, extended, modified or supplemented from time to time hereafter, is hereinafter called the "Note"); and

WHEREAS, Lender is desirous of securing the prompt payment of the Note, together with interest and prepayment premium, if any, and late charges, if any, due thereunder, in accordance with the terms of the Note, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Note or this Mortgage, all hereinafter sometimes collectively called the "indebtedness secured hereby";

NOW THEREFORE, to secure the performance and observance by Borrower of all the terms, covenants and conditions in the Note and in this Mortgage contained, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to Borrower duly paid by Lender on or before the delivery of this Mortgage, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Borrower has executed and delivered this Mortgage

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and does hereby grant, convey, assign, mortgage, grant a security interest in, warrant and confirm unto Lender and its successors and assigns, forever, all of the following described property (such property is hereinafter sometimes call the "Mortgaged Property"), to wit:

(A) All those certain tracts, pieces or parcels of land and the easements, if any, more particularly described in Schedule A attached hereto and made a part hereof (hereinafter called the "Land");

(B) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land.

(C) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to the Land and the property referred to in Paragraph B above, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, and the rents, issues, profits and revenues of the Land and the property referred to in Paragraph B above from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness secured hereby, and (b) performance of each and every of the covenants, conditions and agreements contained in this Mortgage, in the Note, and in any other agreement, document or instrument to which reference is expressly made in this Mortgage or which secures the Note.

PROVIDED, HOWEVER, that these presents are upon the condition that, if Borrower shall pay or cause to be paid to Lender the principal and interest payable pursuant to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall keep, perform and observe all and singular the covenants and promises in the Note and in this Mortgage expressed to be kept, performed and observed by and on

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the part of Borrower, then this Mortgage shall cease, terminate and be void, but shall otherwise remain in full force and effect.

AND Borrower covenants and agrees with Lender that:

## ARTICLE I

1.01 Performance of Note and Mortgage. Borrower will perform, observe and comply with all provisions hereof and of the Note and will duly and punctually pay to Lender the sum of money expressed in the Note with interest and premium, if any, thereon and all other sums required to be paid by Borrower pursuant to the provisions of the Note and this Mortgage, all without any deductions or credit for taxes or other similar charges paid by Borrower.

1.02 Representation of Title. At the time of the delivery of these presents, Borrower is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Property which constitutes real property and owns good title to the portion of the Mortgaged Property which constitutes personal property, and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same, in the manner and form aforesaid; that the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances not of record, including, as to the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature; and that Borrower shall and will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

1.03 Tax and Insurance Deposits. Borrower will pay to Lender on the first day of each month, together with and in addition to the regular installment of principal and interest, until all indebtedness secured hereby is fully paid, an amount equal to one-twelfth (1/12) of the yearly (i) taxes, assessments and other similar charges as estimated by Lender to be sufficient to enable Lender to pay at least thirty (30) days before they become due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof, and (ii) premiums for insurance required by Paragraph 1.06 hereof as estimated by Lender to be sufficient to enable Lender to pay at least thirty (30) days before they become due all such premiums for insurance. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender or its designee, and no interest shall be payable in respect thereof. Payment by Lender for such purposes may be made by Lender at its discretion even though subsequent owners of the Mortgaged Property may benefit thereby. In refunding (at its election) any of the amounts held by Lender pursuant to this

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Paragraph 1.03, Lender may deal with whomever is represented to be the owner of the Mortgaged Property at such time. Upon demand of Lender, Borrower agrees to deliver to Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Lender to pay such taxes, assessments and other similar charges and insurance premiums. In the event of default and expiration of any applicable cure period, Lender may apply to the reduction of the sums secured hereby, in such manner as Lender shall determine, any amount held by Lender hereunder.

#### 1.04 Taxes, Liens and Other Charges.

(a) Borrower will pay promptly, when and as due, and will promptly exhibit to Lender receipts for the payment of, all taxes, assessments, water rates, sewer charges, license fees, dues, charges, fines and impositions of every nature whatsoever charged, imposed, levied or assessed or to be charged, imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of Lender in the Mortgaged Property (other than any of the same for which amounts have been paid to Lender pursuant to paragraph 1.03 and for which Borrower furnishes bills at least thirty (30) days prior to the date the same are due), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality or other taxing authority in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would or could become a lien or charge upon the Mortgaged Property, or any part thereof. Notwithstanding the foregoing, Borrower shall have the right to contest such taxes, assessments and the like provided that it furnishes Lender with security satisfactory to Lender and diligently pursues such contest.

(b) Borrower will not suffer any construction, mechanic's, laborer's, materialmen's, manager's, statutory or other lien or any security interest or encumbrance to be created or to remain outstanding upon any of the Mortgaged Property. Borrower may contest said items provided Borrower furnishes Lender security therefor satisfactory to Lender.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely Lender, then Lender at its option may require Borrower to pay any additional amounts occasioned by any such changes or modifications, and if borrower declines to do so, then all sums secured by this Mortgage and all interest accrued thereon shall become due and payable forthwith together with applicable prepayment premium.

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(d) Borrower will pay when due any charges for utilities, whether public or private, with respect to the Mortgaged Property or any part thereof and all license fees, rents or other charges for the use of vaults, canopies or other appurtenances to the Mortgaged Property.

1.05 No Tax Credits. Borrower will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sums secured hereby for so much of the taxes, assessments or similar charges assessed against the Mortgaged Property or any part thereof as are applicable to the indebtedness secured hereby or to Lender's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note or this Mortgage. Nothing herein provided shall affect Borrower's right to claim State or Federal income tax deductions.

1.06 Insurance. (a) Borrower will procure and maintain for the benefit of Lender during the term of this Mortgage, a policy or policies (i) insuring the Mortgaged Property against fire, lightning, extended coverage, vandalism and malicious mischief and such other insurable perils as Lender may require, (ii) public liability insurance in amounts of \$1,000,000 per person and \$1,000,000 per occurrence, (iii) rent insurance in an amount not less than one (1) year's gross rent derived from the Mortgaged Property and (iv) affording such other or additional coverage as from time to time may be requested by Lender. Borrower shall pay for all premiums on such policies and, if the amounts have been deposited with Lender for the payment thereof pursuant to Paragraph 1.03, Borrower shall furnish to lender premium notices at least thirty (30) days before the same are due. (If insurance premiums are paid directly by Borrower, Borrower shall furnish Lender with evidence at least thirty (30) days prior to the due date of insurance policies that they will be renewed or replaced by another policy and shall furnish proof of payment therefor prior to the due date thereof.) The companies issuing such policies shall have a Best's rating of A VI or better, and the amounts, forms, expiration dates and substance of such policies, shall be acceptable to Lender and shall contain, in favor of Lender, the New York Standard Non-Contributory Mortgagee Clause, or its equivalent, and a Lender's Loss Payable Endorsement, in form satisfactory to lender, and a Replacement Cost Endorsement, in form satisfactory to lender and shall require the companies issuing such policies to give Lender thirty (30) days prior written notice of the termination, lapse or material modification of any policy, and shall provide that any loss shall be payable notwithstanding any act or negligence of Borrower or Borrower's agents. At least fifteen (15) days prior to the expiration date of each such policy, a renewal thereof satisfactory to Lender shall be delivered to Lender. Borrower shall deliver to Lender receipts evidencing the payment

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for all such insurance policies and renewals and the delivery of the insurance policies shall constitute an assignment as further security for the indebtedness secured hereby of all unearned premiums. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the indebtedness secured hereby, all right, title and interest of Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) Borrower shall maintain rent loss insurance in form and insurance companies satisfactory to Lender, for the full amount of one year's rents. Property damage insurance to the real estate and personal property shall be for the full insurable value thereof, but not less than \$10,000,000, with full replacement cost coverage endorsement. Liability insurance shall be not less than \$1,000,000 per person and \$1,000,000 per occurrence, with excess or umbrella coverage not less than \$5,000,000. All policies of insurance required by this mortgage shall be issued by companies having a Best's rating of A VI or better, shall be in form satisfactory to Lender, shall contain standard non-contributory mortgagee clause, shall be deposited with The Philipsborn Company, and shall contain such provisions as Lender deems necessary, including without limitation provisions for 30 days' prior written notice to Lender of cancellation or of any material change in the risk or coverage insured, with a maximum deductible of \$5,000.

(c) Lender is hereby authorized and empowered, at its option, to make or file proofs of loss or damage and to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to lender instead of to Borrower. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Lender may apply the net proceeds at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it, whether then matured or to mature in the future, without prepayment premium, or at the option of Lender, such may be (except that if the proceeds of insurance are less than \$100,000, they shall be) paid over to Borrower, on such terms and conditions as Lender in its discretion may specify, to be used to repair the buildings, structures or improvements, or to build new ones in their place, or for any other purpose or object satisfactory to Lender, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. In the event the Lender has authorized the net insurance proceeds to be applied towards the repair, rebuilding or restoration of the Mortgaged Property and such repair, rebuilding or restoration does not

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require the full amount of the net insurance proceeds, the balance thereof shall be retained by the Lender and applied in reduction of the indebtedness secured hereby (without prepayment penalty). Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure or for any use by Borrower of such proceeds as Lender may pay over to Borrower. In the event that Lender applies the net insurance proceeds as a credit on any portion of the indebtedness, such prepayment shall be without prepayment premium.

1.07 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of Lender, become immediately due and payable, without prepayment premium. Lender shall be entitled to all compensation, awards and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights, actions and proceedings, and the right thereto, are hereby assigned by Borrower to Lender. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sum, including attorneys' fees, Lender may apply the net proceeds or any part thereof, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the indebtedness (without prepayment penalty) secured hereby selected by it, whether then matured or to mature in the future, or for any other purpose or object satisfactory to Lender, without affecting the lien of this Mortgage. Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights, actions and proceedings as Lender may require. Lender shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of such failure or for any use by Borrower of such amounts as Lender may pay over to Borrower.

1.08 Care of the Property.

(a) Borrower will preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Borrower will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

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(b) Except as otherwise provided herein, no buildings, structures, improvements, fixtures, or other part of the Mortgaged Property shall be removed, added to, demolished or altered structurally to any extent or altered non-structurally in any material respect without the prior written consent of Lender.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Borrower will give immediate written notice of the same to Lender.

(d) Lender or its representatives is hereby authorized to enter upon and inspect the Mortgaged Property, subject to the rights of any tenant, at any time during normal business hours during the term of this Mortgage.

(e) Borrower will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property, or any part thereof, or the use or occupancy thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, and Mortgagee makes available to Borrower the proceeds of insurance Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not the insurance proceeds are sufficient therefor, pursuant to the terms, provisions and conditions of Paragraph 1.06 hereof for such purpose. If a part of the Mortgaged Property shall be physically damaged through condemnation, Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to Lender.

(g) If any work under this Paragraph 1.08 shall involve either any structural changes or additions or an estimated expenditure of more than \$50,000.00, (i) no such work shall be undertaken until plans and specifications therefor, prepared by an architect satisfactory to Lender, have been submitted to and approved by Lender, and (ii) Borrower shall comply with all requirements which may be imposed by Lender, which requirements may (without limitation) include the furnishing of additional title insurance against liens, architectural inspections and the furnishing of security that Borrower will complete all such work.

(h) Borrower represents and warrants that Borrower has not, nor to the best of Borrower's knowledge has any previous owner or user of the mortgaged property, used, generated, stored or disposed of above, in, on, under or around the Mortgaged Property any hazardous waste, toxic substances or related materials

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('Hazardous Materials'). Hazardous Materials shall include, but shall not be limited to, any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States of America. The term 'Hazardous Materials' also includes, without limitation, any material or substance which is listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) as amended from time to time. Further, Borrower agrees that it will not use, generate, store or dispose of or permit the use, generation, storage or disposal of any Hazardous Materials, as hereinabove described, above, in, on, under and/or around the Mortgaged Property now or at any future time and will save Lender harmless from any action(s) which may result in connection with Hazardous Materials as they relate to the Mortgaged Property.

If at any time it is determined that there are any Hazardous Materials located above, in, on, under or around the Mortgaged Property which under any environmental requirement of federal, state or local law, statute, ordinance or regulation, or court or administrative order or decree, or private agreement ('Environmental Requirements') requires special handling in use, collection, storage, treatment or disposal, Borrower shall commence with diligence within thirty (30) days after receipt of notice thereof and continue to diligently take all appropriate action, at Borrower's sole expense, to comply with all such Environmental Requirements.

Borrower will establish and maintain an Asbestos Monitoring Program satisfactory to Lender and in connection therewith Borrower and Borrower's beneficiary will provide Lender with (1) their statement every six months that said Asbestos Monitoring Program is still in effect and that the Mortgaged Property is in compliance therewith, and (2) an annual certification by an environmental engineer to the same effect.

Failure of Borrower to comply with all Environmental Requirements shall constitute an Event of Default under the Mortgage.

1.09 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by Lender, Borrower will make, execute and deliver or cause to be made, executed and delivered, to Lender, and where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further mortgages, instruments of further assurances, certificates and other documents as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, (a) the obligations of Borrower under the Note and this Mortgage, and (b) the lien of this Mortgage as a first and prior lien and



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security interest upon all of the Mortgaged Property, whether now owned or hereafter acquired by Borrower. Upon any failure by Borrower so to do after 10 days' written notice, Lender may make, execute, record, file, re-record and/or refile any and all such mortgages, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do.

1.10 Leases and Other Agreements Affecting Mortgaged Property. Borrower will duly and punctually perform all terms, covenants, conditions and agreements binding upon it or the Mortgaged Property under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof. Borrower represents that it has heretofore furnished Lender with true and complete copies of all such leases existing on the date of this Mortgage. Borrower agrees to furnish Lender with executed copies of all leases hereafter entered into with respect to all or any part of the Mortgaged Property. Borrower will not, without the express written consent of Lender, enter into any new lease or modify, surrender, terminate, extend or renew, either orally or in writing, any lease now existing or hereafter created upon the Mortgaged Property, or any part thereof, nor will Borrower permit an assignment or sublease without the express written consent of Lender. (Provided that Lender's consent shall not be required in connection with any lease or lease amendment which (1) is on Borrower's standard lease form approved by Lender, and (2) is for a term of three years or less, and (3) is for a space of less than 10,000 square feet. If Lender so requests, Borrower shall cause the tenant under each or any of such leases to enter into subordination and attornment agreements with Lender which are satisfactory to Lender. (And Lender shall provide such agreements to any tenant requesting same, in form reasonably satisfactory to such tenant.) Borrower will not accept payment of advance rents or security deposits equal, in the aggregate, to more than one (1) month's rent without the express written consent of Lender. In order to further secure payment of the Note and the observance, performance and discharge of Borrower's obligations hereunder, Borrower hereby assigns, transfers and sets over to Lender all of Borrower's right, title and interest in, to and under all of the leases now or hereafter affecting the Mortgaged Property or any part thereof and in and to all of the rents, issues, profits revenues, awards and other benefits now or hereafter arising from the Mortgaged Property or any part thereof. Unless and until an Event of Default occurs, Borrower shall be entitled to collect and retain the rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property (except as otherwise provided in this Mortgage) as and when they become due and payable. Lender shall be liable to account only for rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property actually received by Lender pursuant to any provision of this Mortgage.

Borrower covenants and agrees that all agreements to pay leasing commissions (i) shall provide that the obligation to pay such commissions will not be enforceable against any party other than the party who entered into such agreement, (ii) shall be subordinate to the lien of this Mortgage, and (iii) shall not be enforceable against Lender. Borrower shall furnish Lender with evidence of the foregoing which is in all respects satisfactory to Lender.

Borrower shall provide for the management of the mortgaged premises in a satisfactory manner. Any management agreement or contract entered into by the Borrower (or its beneficiary or beneficiaries) shall contain a provision that it shall be subject to termination by the Lender, without penalty and with or without cause, upon written request. In the event of a default of any nature in the Note secured hereby, in this Mortgage or in any other security instrument held by the Lender, and the expiration of any applicable cure period, the Lender shall have the right to terminate any management agreement, contract or agents/managers responsible for the property management, if, in the sole opinion of the Lender, said property management is unsatisfactory in any respect. Upon receipt of written request from the Lender, the Borrower (or its beneficiary or beneficiaries) shall then make arrangements for the continuing management of the mortgaged premises which are satisfactory to the Lender. If the Borrower (or its beneficiary or beneficiaries) has not terminated the management agreement, contract or agents/managers within fifteen (15) days after receipt of the Lender's request, the Lender may terminate said management arrangements by forwarding a termination notice to the management agent, with a copy to the Borrower (or its beneficiary or beneficiaries).

1.11 **Expenses.** Borrower will immediately upon demand pay or reimburse Lender for all attorneys' fees, costs and expenses incurred by Lender in any proceedings involving the estate of a decedent, an insolvent or a bankrupt, or in any action, proceeding or dispute of any kind in which Lender is made a party, or appears as an intervener or party plaintiff or defendant, or appears as a witness, including but not limited to, the production of documents, in response to a subpoena or otherwise, affecting or pertaining or in any way relating to the indebtedness secured hereby, the Note, this Mortgage, Borrower, any of the beneficiaries of Borrower, any of the other documents or instruments given or made as additional security for the performance of the Note or this Mortgage, the Mortgaged Property, or any guaranty, bond, policy of insurance or other agreement affecting or pertaining or in any way relating to any of the foregoing, including, but not limited to, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by Lender shall be added to the indebtedness secured hereby and secured by the lien and security interest of

this Mortgage, and shall bear interest at the rate provided in the Note for interest payable after default (the "Default Rate").

1.12 Books, Records and Accounts. Borrower will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expenses be realized by Borrower or by any other person or entity whatsoever excepting sublessors unrelated to and unaffiliated with Borrower and who leased from Borrower portions of the Mortgaged Property for the purposes of occupying same. Lender or its designee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of Borrower or other person or entity maintaining such books, records and accounts and to make copies of extracts thereof as Lender may desire. Borrower will furnish to Lender on or before ninety (90) days after the close of Borrower's fiscal year, a statement of income for the Mortgaged Property during the most recent fiscal year and certified by the Borrower or by an independent accountant that such statement has been prepared in a manner consistent with prior years and in accordance with generally accepted accounting practices consistently applied (including, but not limited to, federal income tax accounting) and fairly and accurately presents the information contained therein. Borrower will also from time to time furnish to Lender such other financial statements and information as Lender may request. If Borrower is not in compliance with the final paragraph of 1.08(h) or if any other default occurs, Lender shall have the right to conduct its own audit and Borrower will pay the cost thereof.

1.13 Estoppel Affidavits. Borrower, within ten (10) days after written request from Lender, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against Borrower's obligation to pay such principal and interest.

1.14 Impairment of Security. Without limitation of any other provision hereof, Borrower will not assign, in whole or in part, the rents, income or profits arising from the Mortgaged Property without the prior written consent of Lender; any such assignment made without Lender's prior written consent shall be null and void and of no force and effect, but the attempt at making thereof shall, at the option of Lender, constitute an Event of Default under this Mortgage. Without limitation of the foregoing, Borrower will not in any other manner impair the security of this Mortgage for the payment of the indebtedness

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secured hereby. Notwithstanding the foregoing further encumbrance is permitted as provided in Section 1.19 below.

1.15 Use of Mortgaged Property. Borrower will not make, suffer or permit, without the prior written consent of Lender, any use of the Mortgaged Property for any purpose other than that for which the same is used or intended to be used as of the date of this Mortgage.

1.16 Use of Proceeds.

(a) Borrower represents and agrees that the proceeds of the Note secured by this Mortgage will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said Paragraph 6404.

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

1.17 Prohibition of Transfer. The undersigned and its successors and assigns covenant and agree that there shall be no sale or transfer of all, or any, of its interest in the premises mortgaged to secure the payment of the Note (or of any of its Beneficiary's interest in the undersigned), without the prior written consent of the Lender. In the event the premises, or any part thereof, mortgaged to secure the payment of the Note, are sold or transferred by the undersigned (or any interest therein by its Beneficiary) without the prior written consent of the Lender, the same shall conclusively be deemed to increase the risk of Lender, and the Lender may declare the entire unpaid balance of the Note and all accrued interest thereon and prepayment premium, immediately due and payable, or at its

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option, may increase the interest rate of the Note up to the then prevailing market rate.

The Lender specifically reserves the right to condition its consent to a sale, transfer, assignment or conveyance (by way of illustration and not by way of limitation) upon its approval of the financial and/or management ability of the purchaser, assignee, transferee or subsequent owner of the premises mortgaged to secure the payment of the Note, and upon the following provisions having been satisfied: (1) an agreement to escalate the interest rate of the Note, up to the then prevailing market rate, (2) the payment of a reasonable transfer fee and (3) the payment of any expenses incurred by the Lender as a result of the sale, transfer, assignment or conveyance of the premises mortgaged to secure the payment of the Note.

For the purposes of the preceding two paragraphs the term "sell or transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, any assignment, exchange, trade or other disposition of the undersigned's (or its Beneficiary's) interest in all or any part of the premises mortgaged to secure the payment of the Note, transfers to subsidiary or affiliated entities, transfers made to a re-constituted limited partnership, transfers by any partnership to the individual partners or vice versa, transfer by any partner to other partners or to third parties, transfers of the beneficial interest in the trust of which the undersigned is trustee, transfers of any corporation to its stockholders or vice versa, and any corporate merger or consolidation. The preceding limitations on sales or transfers shall not apply to transfers of interests in Atlas Corporation, sole Beneficiary of Borrower, due to insolvency, death, mental incapacity or marital separation or settlement, or otherwise by operation of law.

The failure of the Lender to exercise any of its options in the event of a sale or transfer on any one occasion shall not be deemed a waiver of its right to exercise any of its options in the event of a subsequent sale or transfer of the premises mortgaged to secure the payment of the Note, or of any interest therein.

1.18 Intentionally omitted.

1.19 Prohibition of Further Encumbrance. Borrower covenants and agrees that it shall suffer or permit no secondary financing, no subordinate debt instrument of any kind or other encumbrance against the mortgaged premises, nor any assignment of beneficial interest in the undersigned, during the term of this mortgage, without the prior written approval of Lender. Notwithstanding the foregoing, if Lender applies insurance proceeds to the indebtedness secured hereby, Borrower shall have the right to



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obtain secondary financing in an amount equal to the amount so applied, subject to the approval by Lender of the secondary lender and the terms of such secondary financing, which approval will not be unreasonably withheld.

## ARTICLE II

2.01 Events of Default. The terms "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by Borrower to pay when due any installment of principal or interest under the Note or this Mortgage or to make when due any deposits required by Paragraph 1.03 and such failure continues for five (5) days; or

(b) Failure by Borrower to duly observe or perform any other term, covenant, condition or agreement of the Note or this Mortgage and such failure continues for thirty (30) days after written notice thereof to Borrower; or

(c) Failure by Borrower to duly observe or perform any term, covenant, condition or agreement in any assignment of lease, assignment of rents or any other agreement given or made as additional security for the performance of the Note or this Mortgage and such failure continues for thirty (30) days after written notice thereof to Borrower; or

(d) The filing by Borrower (or any guarantor) of a voluntary petition in bankruptcy or the adjudication as a bankrupt or insolvent, or the filing by Borrower (or any guarantor) of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's (or any guarantor's) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or any portion of its assets or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due; or

(e) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against Borrower (or any guarantor) seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree

remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Borrower (or any guarantor) or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(f) Any representation or warranty made hereunder or in Borrower's Certificate of even date herewith and delivered to Lender simultaneously with this Mortgage, shall be or proves to be incorrect or false in any material adverse respect.

(g) Failure by Borrower to prepay the Note after Borrower has notified Lender of its intention to make such prepayment or an attempt by Borrower to prepay not in accordance with the provisions of the Note after such notice.

**2.02 Acceleration of Maturity.** If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby and, to the fullest extent permitted by applicable law, any charge or premium with respect to prepayment shall, at the option of Lender, immediately become due and payable without notice of demand (notice and demand being hereby waived).

**2.03 Lender's Right to Enter and Take Possession, Operate and Apply Revenues.**

(a) If an Event of Default shall have occurred and be continuing, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession, and if and to the extent permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession, of all or any part of the Mortgaged Property, and may exclude Borrower and its agents and employees wholly therefrom, and may have joint access with Borrower to the books, papers and accounts of Borrower.

(b) If Borrower shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Lender, Lender may obtain a judgment or decree conferring on Lender the right to immediate possession or requiring the delivery of immediate possession of all or part of such Mortgaged Property to Lender, to the entry of which judgment or decree Borrower specifically consents.

(c) Borrower will pay to Lender, upon demand, all expenses (including, without limitation, fees and expenses of attorneys, accountants and agents) of obtaining such judgment or decree or of otherwise seeking to enforce its rights under the Note or this Mortgage; and all such expenses shall, until paid, be secured by this Mortgage and shall bear interest at the Default Rate.

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(d) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time, (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all of the rights and powers of Borrower to the same extent as Borrower could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Lender, all as Lender from time to time may determine to be to its best advantage. Lender may collect and receive all of the rents, issues, profits and revenues of the same, including those past due as well as those accruing hereafter, and after deducting (aa) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all betterments, improvements and purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other similar charges as Lender may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the fees, compensation, expenses and disbursements of the attorneys and agents of Lender, shall apply the remainder of the monies and proceeds so received by Lender, first to payment of accrued interest, second to the payment of deposits required in Paragraph 1.03, and third to the payment of principal.

(e) Lender shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith.

2.04 Performance by Lender of Defaults. If default shall occur in the payment, performance or observance of any term, representation, warranty, covenant or condition of this Mortgage (whether or not the same shall constitute an Event of Default), Lender may (but shall not be obligated to), at its option, pay, perform or observe the same or take any action necessary to cause any representation or warranty to be true, and all payments made or costs or expenses incurred by Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon at the Default Rate. Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Borrower or any person in possession holding under Borrower. No payment, performance, or observance by Lender shall be deemed a waiver of,

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or, in any way, relieve Borrower from, any default or Event of Default hereunder.

2.05 Receiver. If an Event of Default shall have occurred and be continuing, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the occupancy or value of any security for the indebtedness or the insolvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law. Borrower will pay to Lender upon demand (with interest thereon at the Default Rate) all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph, and all such expenses shall be secured by this Mortgage and shall bear interest at the Default Rate.

2.06 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Mortgage or any other rights, (b) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as Lender may determine, and (c) to pursue any other remedy available to it, all as Lender shall deem most effectual for such purposes. Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine. Lender may elect to pursue any one or more of the foregoing.

2.07 Purchase by Lender. Upon any foreclosure sale, Lender may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

2.08 Fees and Expenses; Application of Proceeds of Sale. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of Lender or the holder of the Note for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication cost and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (Torrens certificates), and similar data and assurances with respect to title as Lender or the holder of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidder at any sale which may be had pursuant to such decree

the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose. The amount of any such costs or expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale. In the event of a foreclosure sale of the Mortgaged Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees, then to insurance premiums, liens, assessments, taxes and charges, including utility charges, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and finally the remainder, if any, shall be paid to Borrower.

2.09 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws and Compliance with Illinois Mortgage Foreclosure Law. Borrower agrees to the full extent permitted by law, that if an Event of Default occurs hereunder, neither Borrower nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Borrower, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the homestead exemption laws of the State of Illinois) and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof. If Borrower is a trustee, Borrower represents that it is duly authorized and empowered by the trust instruments to execute this Mortgage, including the foregoing agreements, waivers and releases. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Section 15-1101 et seq., Illinois Revised Statutes) herein called the "Act") the provisions 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 the Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender 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 Lender 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 enumerated in Section 2.08 of this Mortgage, shall be added to the indebtedness

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secured by this Mortgage or by the judgment of foreclosure. Borrower acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

2.10 Leases. Lender, at its option is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.11 Discontinuance of Proceedings and Restoration of the Parties. In case Lender shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then and in every such case Borrower and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken.

2.12 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.13 Waiver. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No consent or waiver, expressed or implied, by Lender to or of any breach or default by Borrower in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Borrower hereunder. Failure on the part of Lender to complain of any act or failure to act or declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by



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Lender of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Borrower.

If Lender (a) grants forbearance or any extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment of any sums secured hereby; (c) waives or does not exercise any right granted herein or in the Note or in any other document or instrument securing the Note; (d) releases with or without consideration any of the Mortgaged Property from the lien of this Mortgage or any other security for the payment of the indebtedness secured hereby; (e) changes any of the terms, covenants, conditions or agreements of the Note or this Mortgage or in any other document or instrument securing the Note; (f) consents to the filing of any map, plat or replat or condominium declaration affecting the Mortgaged Property; (g) consents to the granting of any easement or other right affecting the Mortgaged Property; or (h) makes or consents to any agreement subordinating the lien hereof; any such act or omission shall not release, discharge, modify, change or affect (except to the extent of the changes referred to in clause (e) above) the original liability under the Note, this Mortgage or any other obligation of Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender, shall the lien of this Mortgage or the priority thereof be altered thereby, whether or not there are junior lienors and whether or not they consent to any of the foregoing. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, Lender, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings. The foregoing shall not limit the prohibition against such sale or transfer as set forth in Paragraph 1.13 hereof.

Without limitation of the foregoing the right is hereby reserved by Lender to make partial release or releases of the Mortgaged Property, or of any other security held by Lender with respect to all or any part of the indebtedness secured hereby, without notice to, or the consent, approval or agreement of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity or priority of this Mortgage on the portion of said property not so released.

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## ARTICLE III

3.01 Suits to Protect the Mortgaged Property. Lender shall have the power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of Lender, and all costs and expenses incurred by Lender in connection therewith (including, without limitation, attorneys' fees) shall be paid by Borrower to lender on demand (with interest at the Default Rate) and shall be additional indebtedness secured hereby.

3.02 Lender May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower, its creditors or its property, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lender allowed in such proceedings for the entire amount due and payable by Borrower under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Borrower hereunder after such date.

3.03 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective successors and assigns. Whenever a reference is made in this Mortgage to Borrower or to Lender, such reference shall be deemed to include a reference to the successors and assigns of Borrower or Lender.

3.04 Notices. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All such notices, demands and requests by Lender to Borrower shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Borrower at:

LaSalle National Bank  
Trust No. 109929  
135 S. LaSalle Street  
Chicago, IL 60603

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with copy to:

Atlas Corporation  
1800 S. Wolf Road  
Des Plaines, Illinois

and with copy to:

Jacobson, Brandvik & Anderson  
20 N. Wacker Drive #3800  
Chicago, IL 60606

or to such other address as Borrower may from time to time designate by written notice to Lender given as herein required. All notices, demands and requests by Borrower to Lender shall be deemed to have been properly given if served in person and if sent by United States registered or certified mail, postage prepaid, addressed to Lender at:

The Manufacturers Life Insurance Company  
200 Bloor Street East  
Toronto, Canada M4W 1E5

Attn: U.S. Mortgage Department

with copy to:

The Philippsborn Company  
222 S. Riverside Plaza  
Chicago, IL 60606

or to such other address as Lender may from time to time designate by written notice to Borrower given as herein required. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after the time such notice, demand or request shall be deposited in the mails.

**3.05 Terminology.** All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage itself, and all references herein to Articles, Sections or Paragraphs shall refer to the corresponding Articles, Section or Paragraphs of this Mortgage unless specific reference is made to such Articles, Sections or Paragraphs of another document or instrument.

**3.06 Severability.** If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons

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or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.07 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Illinois.

3.08 Security Agreement. Intentionally omitted.

3.09 Modification. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

3.10 No Merger. It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Lender now own or hereafter acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.11 Delivery of Summons, Etc. If any action or proceeding shall be instituted to evict Borrower or recover possession of the Mortgaged Property or any part thereof or otherwise affecting the Mortgaged Property or this Mortgage, Borrower will immediately, upon service thereof on or by Borrower, deliver to Lender a true copy of each precipe, petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such action or proceeding.

3.12 Truth-In-Lending. Borrower represents and agrees that the obligation secured hereby is an exempt transaction under the Truth-In-Lending Act, 15 U.S.C., Section 1601 et seq.

## ARTICLE IV

4.01 Borrower covenants and agrees that during the term of the loan, all additional permits or approvals or disapprovals from any appropriate local, state or federal authority with regard to the mortgaged premises are to be forwarded to the Lender within ten (10) days after receipt thereof by the Borrower (or its beneficiary or beneficiaries).

4.02 Upon written request by the Lender, Borrower will provide currently certified copies of the Trust Agreement, any modifications thereof and any subsequent assignments of the beneficial interest thereunder, upon presentation of a copy of this Mortgage to the Borrower trust and without requiring an

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additional direction from the beneficiary under the Trust Agreement.

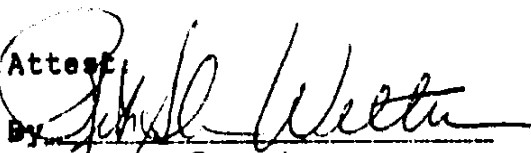
4.03 Borrower will comply or cause compliance on a timely basis, with Section 6045(e) of the Internal Revenue Code of 1986, if applicable.

4.04 This Mortgage is executed by Borrower, not individually or personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument) and it is expressly understood and agreed by Lender and by every person now or hereafter claiming any right or security hereunder that nothing herein contained or in the Note secured by this Mortgage shall be construed as creating any liability on Trustee in its individual capacity personally to by the Note or any interest that may accrue thereon, to pay any indebtedness accruing hereunder, to warrant or defend the title to the Mortgaged Property against the claims of any persons, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any guarantor of the Note or any other person or entity executing the Note or this Mortgage.

IN WITNESS WHEREOF LaSalle National Bank, not personally or individually, but as Trustee under Trust Agreement dated the 18th day of July, 1985 and known as Trust No. 109929 Borrower, has caused these presents to be executed, for and on behalf by its ~~Assistant Vice President~~ and attested by its ASSISTANT SECRETARY and its corporate seal to be hereunder affixed this 21st day of November, 1989.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

LaSalle National Bank, a national banking corporation, not personally or individually, but as trustee under trust agreement dated July 18, 1985 and known as Trust No. 109929

Attest:  
By   
ASSISTANT SECRETARY  
Rita Slinn Welter

By   
VICE President  
Corinne Reh

THE TRUSTEE DOES NOT WARRANT, INDEMNIFY, DEFEND TITLE NOR IS IT RESPONSIBLE FOR ANY ENVIRONMENTAL DAMAGE.



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## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel One

Lot 1 on GREWE'S SUBDIVISION of that part of the Northwest fractional 1/4 and the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12 East of the 3rd Principal Meridian lying North of a line 14.70 feet North of the East and West center line of the North 1/2 of said Section 30 (except the right of way of the Des Plaines Valley Railway), in Cook County, Illinois.

#### Parcel Two

That part of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12 East of the 3rd Principal Meridian lying North of a line 14.70 feet North of the East and West center line of the North 1/2 of said Section 30, except the East 50.0 feet taken for Wolf Road and the North 50 feet taken for Oakton Street and also excepting that part described as follows:

Beginning at the intersection of the South line of aforesaid Oakton Street with the West line of the aforesaid Wolf Road; thence South on the aforesaid West line, 17.0 feet; thence Northwesterly in a line to a point in the aforesaid South line of Oakton Street that is 17.0 feet West of the place of beginning; thence East in aforesaid South line 17.0 feet to the place of beginning, in Cook County, Illinois

Street Address: 1700-1750 Wolf Road  
Des Plaines, Illinois

PINS: 09-30-200-011, 09-30-200-012, 09-200-013,  
09-30-200-014 and 09-30-200-002.

09-30-200-011 438.00  
09-30-200-012 113.99  
09-30-200-013 113.99  
09-30-200-014 113.99  
\* 89-594371  
COOK COUNTY RECORDER

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