

Together with all rents, issues, profits, royalties, income and other benefits derived from the premises (as hereinafter defined) (collectively the "Rents"), subject to the right, power and authority hereinafter given to Mortgagor to collect and apply the Rents;

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably grants, conveys, mortgages and warrants to Mortgagee, its successors and assigns, with covenant of general warranty under and subject to the terms and conditions hereinafter set forth, all of its leasehold interests and estates in and to the real property located in the County of Cook, State of Illinois, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property") arising under that certain "Lease" dated as of November 17, 1987 from American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated June 16, 1986 and known as Trust No. 67628 to Thornton Oil Corporation, a memorandum of which was recorded July 6, 1988 as Document No. 88,293,829 in the Office of the Recorder of Cook County, Illinois (the Lease and the memorandum being referred to herein as "the Prime Lease"). Mortgagor succeeded to the rights of Lease under the Prime Lease by that certain Assignment and Assumption of Lease between Thornton Oil Corporation as Assignor and Mortgagor as Assignee dated as of October 7, 1988 and recorded December 1, 1988 as Document No. \_\_\_\_\_ in the Office of the Recorder aforesaid ("the Assignment");

W I T N E S S E T H :

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("Mortgage") is entered into as of December 29, 1988 by and between FIRST NATIONAL BANK OF LOCKPORT, a national banking association, not personally but as Trustee under Trust Agreement dated as of December 22, 1988, and known as Trust No. 21110 ("Mortgagor"), 800 South State Street, Lockport, Illinois 60441, and FIRST NATIONAL BANK OF LOCKPORT, a national banking association, 800 South State Street, Lockport, Illinois 60441 ("Mortgagee"). THE PARTNERS, a Kentucky general partnership, joins herein with Lessor to subject its interest in certain of the property subjected hereto to the terms of this Mortgage and to agree that its interest in such property shall be represented by Mortgagor for all purposes.

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

by filed on the reverse side hereof.

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Together with all right, title and interest of Mortgagor in and to all fixtures and all personal property (the "personal property" now owned or hereafter acquired by Mortgagor and now or at any time hereafter located on or at the property or used or arising in connection therewith. The term "personal property" shall include but not be limited to: all goods, machinery, tools, proceeds (including tort claims and insurance proceeds), condemnation awards, equipment, indoor or outdoor furniture, safes, furnishings, appliances, and any and all property of similar type or kind now or hereafter located on or at, or used in connection with, the property, specifically including without limitation the items listed in Exhibit B, and all replacements, replacement parts, repairs, repair parts, accessories, substitutions, and accessories to or incorporated into any of the foregoing or affixed to any of the foregoing;

Together with all right, title and interest of Mortgagor in and to any and all buildings and improvements now or hereafter erected on the property (the "improvements") and all fixtures, attachments, appliances, equipment, machinery and other articles attached to the improvements (the "fixtures");

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 property, and any and all sidewalks, alleys and strips and gores or lands adjacent to or used in connection with the property;

Together with all right, title and interest of Mortgagor in and to all easements, rights-of-way and rights used in connection with the property or as a means of access thereto, and all tenements, hereditaments and appurtenances thereto and thereto;

Together with all interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the property;

Together with all right, title and interest of Mortgagor in and to any greater estate in the property now owned or hereafter acquired;

Together with all leasehold estate, right, title and interest of Mortgagor as lessor in and to all leases comprising or covering the premises or any portion thereof now or hereafter existing or entered into, including without limitation that certain Lease (and the Companion Agreement referred to therein) between Mortgagor and Thornton Oil Corporation dated as of October 7, 1988, and recorded December 1, 1988 as Document No. \_\_\_\_\_ in the Office of the Recorder aforesaid ("the sublease") and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

To protect the security of this Mortgage, Mortgagor further covenants, warrants and agrees with Mortgagee as follows:

This Mortgage, the Note, any guaranty thereof, and any other instrument given further to evidence or secure the payment and performance of any obligation secured hereby, and all amendments, modifications, extensions, and renewals thereof, may hereafter be referred to as the "Loan Instruments" and are incorporated herein by this reference.

D. Payment of all other sums, with interest thereon that may hereafter be loaned to THP or Mortgagor, or its successors or assigns, by Mortgagee, when evidenced by a promissory note or notes reciting that they are secured by this Mortgage, up to a maximum additional indebtedness of One Million Dollars (\$1,000,000).

C. Performance of all obligations of any guarantor of Mortgage, the Note, or any other instrument given further to evidence or secure the payment and performance of any obligation secured hereby;

B. Payment of all sums advanced by Mortgagee to protect the Premises, with interest thereon at the rate set forth in the Note or at the maximum rate of interest permitted by law from time to time, whichever shall be less;

A. Payment of the indebtedness, with interest thereon, evidenced by the promissory note (the "Note") dated as of even date herewith from Mortgagor and THP Partners payable to bearer that has been delivered to Mortgagee, in the amount of \$750,000 or so much thereof as may be advanced to or for the account of THP or Mortgagor, which has a final maturity date of December 31, 1993, if not sooner paid, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof;

FOR THE PURPOSE OF SECURING:

The entire estate, property, and interest hereby conveyed to Mortgagee may hereinafter be referred to as the "Premises."

Together with all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance with respect thereto, that Mortgagor now has or may hereafter acquire in the Property, the improvements and the fixtures and any 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 Property, the improvements and the fixtures, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

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## 1. COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees:

1.1 Payment of Secured Obligations. To pay when due to the extent of funds in its hands under the trust aforesaid the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Mortgage, all without any relief whatever from valuation or appraisal laws and with reasonable attorneys' fees.

1.2 Compliance with Prime Lease and Sublease. To pay or cause to be paid all rents and additional sums payable under the Prime Lease and when the same shall become due and payable; at all times to keep, observe and perform or cause to be kept, observed and performed all of the terms, covenants and conditions of the Prime Lease and the Sublease upon the part of the Mortgagor thereunder to be kept, observed and performed; to do all things necessary to keep unimpaired Mortgagor's rights in and to the Prime Lease and the Sublease; not to commit or permit to be committed or to occur any event of default or default under the Prime Lease or the Sublease; not to modify, amend, supplement or voluntarily terminate the Prime Lease or the Sublease without having first obtained the written consent of Mortgagee; not in any way to release the lessor under the Prime Lease or the lessee under the Sublease of or from the obligations, covenants, conditions and agreements by either to be done and performed; to exercise any and all renewal rights that it has under the Prime Lease; and, upon receiving any notice of default from the lessor under the Prime Lease or lessee under the Sublease, or when any state of facts exists that, with the giving of notice, the lapse of time or both, would constitute a default under the Prime Lease or the Sublease, immediately to notify Mortgagee and forward to Mortgagee a copy of any written notice of the same.

1.3 Maintenance, Repair, Alterations. To keep the Premises in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property, promptly restore in like manner any Improvement that may be damaged or destroyed thereon, and pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Premises or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Premises; to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; and not to commit, suffer or permit any act to be done in or upon the Premises in violation of any law, ordinance or regulation.

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1.4 Required Insurance. Directly or through the tenant under the Sublease, provide and at all times maintain and keep in force the following policies of insurance:

A. insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage," in an amount not less than the original amount of the Note or the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor), whichever is less, with deductibles acceptable to Mortgagee, and containing the "replacement cost endorsement";

B. comprehensive public liability insurance on an "occurrence basis" against claims for "personal injury" including without limitation bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to not less than \$500,000 for each person and \$1,000,000 for each accident for injury or death and \$100,000 for property damage, including loss of use thereof;

C. worker's compensation insurance (including employer's liability insurance, if requested by Mortgagee) for all employees of Mortgagor engaged on or with respect to the Premises in limits not less than those established by law;

D. if requested by Mortgagee, business interruption insurance and/or loss of "rental value" insurance in such amounts as are satisfactory to Mortgagee; and

E. insurance against loss or damage to the Personal Property by fire and other risks covered by insurance of the type now known as "fire and extended coverage."

All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor that might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim or deductions against Mortgagor.

1.5 Delivery of Policies; Payment of Premiums. That all policies of insurance shall be issued by companies and in amounts in each company satisfactory to Mortgagee. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee. Mortgagor shall furnish Mortgagee with an original policy or policies of all required insurance. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the

payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be canceled or materially amended, which terms shall include any reduction in the scope or limits of coverage, without at least ten (10) days' prior written notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish Mortgagee the policies of insurance required by this Mortgage, Mortgagee may, at its election, but without any obligation to do so, advance any amounts necessary to procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will reimburse all premiums thereon promptly upon demand by Mortgagee.

1.6 Insurance Proceeds. That after the happening of any casualty to the Premises or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

A. In the event of any damage or destruction of the Improvements, Mortgagee shall have the option in its sole discretion of applying all or part of the insurance proceeds [i] to any indebtedness secured hereby and in such order as Mortgagee may determine, or [ii] to the restoration of the Improvements, or [iii] to Mortgagor.

B. In the event of such loss or damage, all proceeds of insurance shall be payable to Mortgagee, and Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage, or destruction under any policy or policies of insurance.

C. Except to the extent that insurance proceeds are received by Mortgagee and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Premises as provided in Section 1.3 hereof or restoring all damage or destruction to the Premises, regardless of whether or not there are insurance proceeds available and whether or not any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

1.7 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Premises in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance required by this Mortgage shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Premises.

## 1.8 Indemnification; Subrogation; Waiver of Offset.

A. That if Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Premises or any part thereof or therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment. If Mortgagee commences an action against Mortgagor to enforce any of the terms hereof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, to the extent allowed by law Mortgagor shall pay to Mortgagee reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor shall breach any term of this Mortgage, Mortgagee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Mortgagor and to the extent allowed by law, Mortgagor shall pay Mortgagee reasonable attorneys' fees and expenses incurred by Mortgagee, whether or not an action is actually by law commenced against Mortgagor by reason of breach.

B. That Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Premises, Mortgagor's property or the property of others under its control from any cause insured against or required to be insured against by the provisions of this Mortgage.

C. That all sums payable by Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: [i] any damage to or destruction of or any condemnation or similar taking of the Premises or any part thereof, [ii] any restriction or prevention of or interference with any use of the Premises or any part thereof, [iii] any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise, [iv] any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagee, or by any court, in any such proceeding, [v] any claim which Mortgagor have or might have against Mortgagee, [vi] any default or failure on the part of Mortgagee to perform or comply with any of the

terms hereof or of any other agreement with Mortgagor, or [vii] any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Mortgagor.

## 1.9 Taxes and Impositions.

A. That Mortgagor shall pay, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, levies or charges resulting from covenants, conditions and restrictions affecting the Premises, that are assessed or imposed upon the Premises, or become due and payable, and that create, may create or appear to create a lien upon the Premises, or any part thereof, or upon any Personal Property, equipment or other facilities used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions").

B. That if at any time after the date hereof there shall be assessed or imposed [i] a tax or assessment on the Premises in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subparagraph A hereof, or [ii] a license fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph A hereof, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions.

C. That Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.9.

D. That Mortgagor shall furnish Mortgagee within thirty (30) days after the date upon which any such Imposition is due and payable by Mortgagor official receipts of the appropriate taxing authority or other proof satisfactory to Mortgagee evidencing the payment thereof.

1.10 Utilities. To pay when due all utility charges that are incurred by Mortgagor for the benefit of the Premises or

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which may become a charge or lien against the Premises for gas, electricity, water, sewer and all other utility services furnished to the Premises and all other assessments or charges of a similar nature, whether public or private, affecting the Premises or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.11 Actions Affecting Premises. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Mortgagee may appear.

1.12 Actions by Mortgagee to Preserve Premises. That should Mortgagor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Mortgagee in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have and is hereby given the right, but not the obligation, [i] to enter upon and take possession of the Premises; [ii] to make additions, alterations, repairs and improvements to the Premises that it may consider necessary or proper to keep the Premises in good condition and repair; [iii] to appear and participate in any action or proceeding affecting or that may affect the security hereof or the rights or powers of Mortgagee; [iv] to pay, purchase, contest or compromise any rents due under the Prime Lease, encumbrance, claim, charge, lien or debt that in the judgment of Mortgagee may affect or appears to affect the security of this Mortgage or be prior or superior hereto; and [v] in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall, immediately upon demand therefor by Mortgagee, pay all costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

1.13 Performance of Obligations; Survival of Warranties. To satisfy and perform fully and faithfully the obligations of Mortgagor contained in each agreement of Mortgagor incorporated by reference herein, and any modification or amendment thereof. All representations, warranties and covenants of Mortgagor contained herein or incorporated by reference herein shall survive and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

1.14 Eminent Domain. That should the Premises, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or

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other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.

A. Mortgagee shall be entitled to all compensation, awards and other payments or relief awarded to Mortgagor therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee, and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

B. In the event any portion of the Premises is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Mortgagee may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Premises upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.15 Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.16 Liens. To pay and promptly discharge, at Mortgagor' cost and expense, all liens, encumbrances and charges upon the Premises, or any part thereof or interest therein. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.17 Mortgagee's Powers. That without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the Premises not then or theretofore released as security for the full amount of all unpaid obligations, Mortgagee may, from time to time and without notice, [i] release any person so liable, [ii] extend the maturity or alter any of the terms of any such obligation, [iii] grant other indulgences, [iv] release or reconvey, or cause to be released or

reconveyed at any time at Mortgagee's option, any parcel, portion or all of the Premises, [v] take or release any other or additional security for any obligation herein mentioned, or [vi] make compositions or other arrangements with debtors in relation thereto.

1.18 Inspections. That Mortgagee, or its agents, representatives, or workmen, are authorized to enter at any reasonable time, upon or in any part of the Premises for the purposes of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

2. ASSIGNMENT OF AVAILS, RENTS, ISSUES AND PROFITS

2.1 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the avails, rents, issues and profits of the Premises, including without limitation those accruing under the Sublease and hereby gives to and confers upon Mortgagee the right, power and authority to collect such avails, rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such avails, rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such avails, rents, issues and profits (but not more than two months in advance) prior to, or at any time there is not, an event of default under any of the Loan Instruments. The assignment of the avails, rents, issues and profits of the Premises in this Article 2 is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The avails, rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an event of default under any of the Loan Instruments and Mortgagee may give written notice of this assignment to any or all Tenants.

2.2 Collection upon Default. Upon any event of default under any of the Loan Instruments, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Premises, or any part thereof, in its own name sue for or otherwise collect such avails, rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such avails, rents, issues and profits, or the entering upon and taking possession of the Premises, or the application thereof as aforesaid, shall not cure or waive any default or notice of default

hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

2.3 Assignment of Leases. Mortgagor hereby assigns and transfers, and agrees to assign and transfer, to Mortgagee as additional security for the payment of the indebtedness secured hereby, all present and future leases upon all or any part of the Premises including without limitation the Sublease and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require. In the event Mortgagor, as such additional security, has sold, transferred and assigned, or may hereafter sell, transfer and assign, to Mortgagee, its successors and assigns, any interest of Mortgagor as lessor in any lease or leases, Mortgagor expressly covenants and agrees that if Mortgagor, as lessor under said lease or leases so assigned, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them, on its part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any such assignment of any lease or leases and such default shall continue for three (3) days, then and in any such event, such breach or default shall constitute an event of default hereunder as such term is defined in Section 4.1 hereof.

2.4 Mortgagee's Right of Possession in Case of Default. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, then forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event, Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and 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 or security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: [i] to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; [ii] to elect to disaffirm any lease or sublease which is then subordinate to the

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lien hereof; [iii] to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; [iv] to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; [v] to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and [vi] to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall, and does hereby agree to, indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

2.5 Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 2.1 and Section 2.4 hereof shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

A. to the payment of the rentals and operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and 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.

B. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises and of all rents due or which may become hereafter due under the underlying leases;

C. to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises and of placing the Premises in such condition as will, in the judgment of Mortgagee, make them readily rentable; and

D. to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

### 3. SECURITY AGREEMENT

3.1 Creation of Security Interest. Fixtures and the Mortgagor hereby grants to Mortgagee a security interest in the Fixtures and the Personal Property (as defined hereinabove) including without limitation any and all property of similar type or kind hereafter located on or at the Property or used or arising in connection therewith for the purpose of securing all obligations of Mortgagor contained in any of the Loan Instruments.

3.2 Warranties, Representations and Covenants. Mortgagor warrants, represents and covenants as follows:

A. Except for the security interest granted hereby, Mortgagor is, and as to portions of the Fixtures and the Personal Property to be acquired after the date hereof will be, the sole owner of the Fixtures and the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Mortgagor will notify Mortgagee of, and will defend the Fixtures and the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

B. Mortgagor will not sell, convey or in any manner transfer the Fixtures and the Personal Property except pursuant to the Sublease without the prior written consent of Mortgagee, except such portions or items of Fixtures and the Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

C. The Fixtures and the Personal Property are not used or bought for personal, family or household purposes.

D. The Fixtures and the Personal Property will be kept on or at the Property and Mortgagor will not remove the Fixtures and the Personal Property from the Property without the prior written consent of Mortgagee, except such portions

or items that are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

E. At the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable.

F. All covenants and obligations of Mortgagor contained herein relating to the Premises shall be deemed to apply to the Fixtures and the Personal Property whether or not expressly referred to herein.

G. This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code.

#### 4. REMEDIES UPON DEFAULT

4.1 Events of Default. Any of the following events shall be deemed an event of default hereunder.

A. Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

B. Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file 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 statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of itself or of all or any part of the Premises, or of any or all of the royalties, revenues, avails, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

C. A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without its consent or

acquiescence and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

D. A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Premises, or any judgment involving monetary damages shall be entered against Mortgagor which shall become a lien on the Premises or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

E. There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained herein or in any of the other Loan Instruments or any part thereof, not heretofore referred to in this Section 4.1.

4.2 Acceleration upon Default; Additional Remedies. In the event of any event of default Mortgagee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Mortgagee may:

A. Either in person or by agent, with or without bringing any action or proceeding, enter upon and take possession of the Premises, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Premises, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Premises, sue for or otherwise collect the avails, rents, issues and profits thereof, including those past due and unpaid, and apply the same in accordance with Section 2.5 hereof. The entering upon and taking possession of the Premises, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Premises or the collection, receipt and application of avails, rents, issues or profits, Mortgagee shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default;

B. Commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

C. Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, Mortgagee may:



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[1] Either personally or by means of a court-appointed receiver, take possession of all or any of the Fixtures and the Personal Property and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect to the Fixtures and the Personal Property or any part thereof. In the event Mortgagee demands or attempts to take possession of the Fixtures and the Personal Property in the exercise of any rights under any of the Loan Instruments, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

[2] Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is or appears to be prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

[3] Require Mortgagor to assemble the Fixtures and the Personal Property or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver the same to Mortgagee, or an agent or representative designated by it. Mortgagee, and its agents and representatives shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

[4] Sell, lease or otherwise dispose of the Fixtures and the Personal Property at public or private sale, with or without having it at the place of sale, and upon such terms and in such manner as Mortgagee may determine and be a purchaser at any public sale;

[5] Unless the Fixtures and the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale or other intended disposition thereof. Such notice may be mailed to Mortgagor at the addresses set forth at the beginning of this Mortgage.

4.3 Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part

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thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage, the Note, or any other Loan Instruments, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree to the extent allowed by law all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence its bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned, and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, any other Loan Instruments, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate provided in the Note and shall be secured by this Mortgage.

4.4 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such allowable items as are mentioned in the preceding Section hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

4.5 Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or adequacy of the security and Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have the power: [i] to collect the avails, rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; [ii] to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may

provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisos to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and [iii] all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: [i] the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; [ii] any and all rents due or which may become due under the Lease; [iii] the deficiency in case of a sale and deficiency.

4.6 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee, shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as it may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies.

## 5. MISCELLANEOUS

5.1 Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the delivery by hand or the mailing thereof by certified mail addressed to such party at its address stated in the preamble hereto or at such other place as either party hereto may

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by notice in writing designate as a place for service of notice shall constitute service of notice hereunder.

5.2 Governing Law. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.3 Mortgagor's Waiver of Rights. Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for [i] any appraisal before sale of any portion of the Premises, and [ii] the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, and its representatives, successors and assigns, and for any and all persons ever claiming any interest in the Premises, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor and its successors and assigns or other person may take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Mortgagor expressly waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of Kentucky pertaining to the rights and remedies of sureties.

5.4 Statements by Mortgagor. Mortgagor, within ten (10) days after being given notice by mail, will furnish to Mortgagee a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Mortgage and stating whether any offset or defense exists against such principal and interest.

5.5 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

5.6 Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the

Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, 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 the debt which is not secured or fully secured by the lien of this Mortgage.

5.7 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Premises, such proceeds have been or will be advanced by Mortgagee at Mortgagor's request and Mortgagee shall be subrogated to any and all rights and liens owed by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.8 No Merger. If both the lessor's and lessee's estates under the Prime Lease or any portion thereof shall at any time become vested in one owner, this Mortgage and lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Premises pursuant to the provisions hereof, the Sublease or any other subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Mortgagee or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of the Sublease or any other sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

5.9 Successors and Assigns. That this Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Mortgagee" shall mean the owner and holder of the Note, whether or not named as Mortgagee herein.

This Mortgage is executed by Mortgagor, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon invested in it as such Trustee (and First National Bank of Lockport hereby warrants that it possesses full power and authority to execute this Mortgage), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness occurring hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee and its successors personally are concerned, the legal

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holder or holders of the Note and the owner or owners of any indebtedness occurring hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in the Note provided or by action to enforce the personal liability of guarantors.

IN TESTIMONY WHEREOF, WITNESS the signature of Mortgagor, not personally but as Trustee as aforesaid, hereto acting by and through its Officer hereunto duly authorized and witness the signature of THP Partners hereto acting by and through one of its partners hereunto duly authorized.

ATTEST:

FIRST NATIONAL BANK OF LOCKPORT,  
not personally, but as Trustee  
under Trust No. 72-21110

By Ditty G. Wood  
Title Corporate Secretary

By Norma J. Wroblewski  
Title Trust Officer

THP PARTNERS

By Leith H. Carter  
One of its General Partners

ADDRESS: Suite 200  
STM Plaza West  
10101 Linn Station Road  
Louisville, Kentucky 40223

THIS INSTRUMENT IS THE PROPERTY OF THE FIRST NATIONAL BANK OF LOCKPORT, KENTUCKY. IT IS NOT PERSONALLY GUARANTEED BY ANY OFFICER OR DIRECTOR OF THE BANK. ANY LOSS OR DAMAGE TO THIS INSTRUMENT SHALL BE THE RESPONSIBILITY OF THE SIGNER. THE SIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION PROVIDED AND FOR THE VALIDITY OF ALL REPRESENTATIONS AND WARRANTIES CONTAINED IN THE DISCLOSURE STATEMENT.

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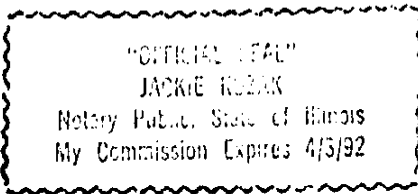
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STATE OF ILLINOIS )  
: SS  
COUNTY OF WILL )

I, the undersigned notary public in and for said County, in the State aforesaid, do hereby certify that Anna J. Whallem, Trust Officer of First National Bank of Lockport and Billy Wood, Corporate Secretary of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Corporate Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Corporate Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of December, 1988.



Jackie Kobak  
Notary Public

STATE OF Illinois )  
: SS  
COUNTY OF Will )

I, the undersigned notary public in and for said County, in the state aforesaid, do hereby certify that Lawrence J. Hush, a general partner of THP Partners, a Kentucky general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and the free and voluntary act of the aforesaid partnership, for the uses and purposes therein set forth.

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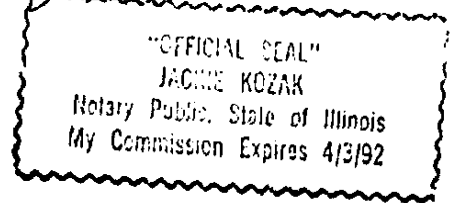
Given under my hand and notarial seal this 29th day of December, 1988.

My commission expires: April 3, 1992

Jackie Kozak  
Notary Public

Exhibit A - Legal description of the property

HAC\1058



Property of Cook County Clerk's Office

DEPT-01 \$36.90  
TR1111 TRAN 9070 01/04/89 13:29:00  
#8814 #A \*-89-003704  
COOK COUNTY RECORDER

89003704

89003704

36 mail



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## EXHIBIT A

The following described real estate in the County of Cook and the State of Illinois:

That part of the west 1/2 of the northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the east line of South Cicero Avenue (Being a line 33.00 feet east of and parallel with the west line of said northwest 1/4) and the south line of Cermak Road (Being a line 75.00 feet south of and parallel with the north line of said northwest 1/4); thence south 0 degrees 02 minutes 01 seconds east, along said east line of South Cicero Avenue, 1176.38 feet to the point of beginning of the tract herein described; thence continuing south 0 degrees 02 minutes 01 seconds east, along said east line, a distance of 200.00 feet; thence north 89 degrees 57 minutes 59 seconds east, along a line drawn perpendicular to the east line of Cicero Avenue, 175.00 feet; thence north 0 degrees 02 minutes 01 seconds west 200.00 feet; thence south 89 degrees 57 minutes 59 seconds west 175.00 feet to the hereinabove described point of beginning, in Cook County, Illinois

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## EXHIBIT B

### Schedule of Fixtures and Equipment

All fuel sales and dispensing fixtures and equipment (excluding signs) including but not limited to:

Underground storage tanks, pumps and piping  
Dispensers (pumps), hoses, and fittings  
Measurement equipment, including consoles  
Canopy or canopies  
Lighting  
Electrical fixtures  
Safety and fire suppression equipment  
Car care equipment  
Maintenance equipment

All convenience market fixtures and equipment (excluding signs) including but not limited to:

Shelving and racks  
Display cases  
Freezers and refrigeration equipment  
Safes  
Office furniture and fixtures  
Cash register and calculators  
Food service equipment, furniture, and smallwares  
Lighting  
Electric and audio fixtures and equipment  
Plumbing fixtures and equipment  
Safety and fire suppression equipment  
Maintenance equipment

The Installment Note mentioned in the  
within Leasehold Mortgage has been  
identified herewith under Identification  
No. 4382

BY: \_\_\_\_\_  
President

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Property of Cook County Clerk's Office

THE WALLACE  
FIRST NATIONAL  
BANK OF  
LOCKPORT  
800 SO. STATE ST.  
LOCKPORT, IL 61441



10-1-1988