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MORTGAGE AND SECURITY AGREEMENT

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THE MORTGAGOR, CHATWINS GROUP, INC., a Delaware corporation having offices at 300 Weyman Plaza, Suite 340, Pittsburgh, Pennsylvania 15236, hereby Mortgages and Warrants to Signal Capital Corporation, a Delaware corporation having offices at Liberty Lane, Hampton, New Hampshire 03842, as Agent for the itself, The First National Bank of Boston and such other Lenders as may become party to the Loan Agreement (as defined in the Mortgage Rider attached hereto as Schedule I) (the "Mortgagee") to secure the Obligations (as defined the Mortgage Rider attached hereto as Schedule I), and the performance of the obligations of the Mortgagor under the Security Documents (as defined in the Loan Agreement) and grants Mortgagee a security interest in, the property described in Attachment A attached hereto and incorporated herein by reference (the "Property"), situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

The covenants, agreements, conditions, representations and warranties contained in the Mortgage Rider which is annexed hereto as Schedule I are incorporated herein by reference as if fully set out herein; and all references to the covenants, agreements, conditions, representations and warranties contained in this Mortgage shall be deemed to include the covenants, agreements, conditions, representations and warranties contained herein and in said Mortgage Rider.

The Mortgagor further covenants and agrees as follows:

- (A) The term "Obligations" as used herein shall have the meaning set forth in the Mortgage Rider attached hereto as Schedule I and shall also include any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Property, perform any obligation of the Mortgagor hereunder or collect any amount owing to the Mortgagee which is secured hereby;

This instrument prepared by and after recording return to:

Permanent Tax Index Numbers: 14-32-302-005-0000

Heidi Pemberton, Esquire  
Bingham, Dana & Gould  
150 Federal Street  
Boston, Massachusetts 02110  
(617) 951-8000

Street Address:  
1765 North Elston Avenue  
Chicago, Illinois

Mail to:  
CT+TC  
111 W. Washington St  
Chicago, IL 60602  
Attn: Joe Byers DN

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any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or "non-recourse", now or hereafter existing or due or to become due, owing by the Mortgagor to the Mortgagee (provided, however, that the maximum amount included within the Obligations on account of principal shall not exceed the sum of an amount equal to \$35,000,000 including the total amount of all advances made by the Mortgagee to protect the Property and the security interest and lien created hereby, the amount due on any indemnity given by the Mortgagor contained herein or in the other Mortgage Instruments, or the Loan Agreement (all of which terms are defined in the Mortgage Rider attached hereto as Schedule I), interest on all of the foregoing and all costs of enforcement and collection of this Mortgage and the other such Instruments and Agreements).

- (B) The Mortgagee shall have the following remedies, upon and during the continuance of an Event of Mortgage Default (as defined in the Mortgage Rider attached hereto as Schedule I) and to the extent provided by applicable law, in addition to the remedies hereinafter set forth in the Mortgage Rider set forth, whether such Event of Mortgage Default shall occur before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after sale thereunder: (i) to enter and take actual possession of the Property, the rents and the leases, or any part thereof, personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, to enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as the Mortgagee and under the powers herein granted, to hold, operate, manage and control the Property, the rents and the leases relating thereto and to conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents relating thereto (including actions for the recovery of rent,

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actions in forceable detainer and actions in distress of rent); (iv) to cancel or terminate any lease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) to elect to disaffirm any lease made subsequent hereto or subordinated to the lien hereof (except to the extent, if any, the Mortgagee has expressly agreed otherwise in writing); (vi) to make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Property that, in its discretion, may seem appropriate; (vii) to insure and reinsure the Property for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) to receive all such rents and proceeds, and perform such other acts in connection with the management and operation of the Property, as the Mortgagee in its reasonable discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after and during the continuance of any Event of Mortgage Default without notice to the Mortgagor or any other person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rents to the payment of or on account of the following, in such order as it may determine: (1) payment of the operating expenses of the Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance herein above authorized; (2) payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Property, including the cost from time to time of installing, replacing or repairing the Property, and of placing the Property in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (3) payment of any Obligations.

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Upon and during the continuance of any Event of Mortgage Default, the Mortgagee shall also have the right, immediately or at any time thereafter (in the Mortgagee's sole discretion), to foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Obligations, without regard to the then value of the Property, and without the requirement of any bond therefor, be entitled on its motion to the appointment of a receiver of the Property, with power to take possession, charge and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency during any period of redemption. The court may from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of the Obligations, including, without limitation, the following, in such order of application as the Mortgagee may elect: (i) amounts due upon the Obligations; (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage; (iii) costs and expenses of foreclosure and litigation relative to the Property; (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Property; (v) any other lien or charge upon the Property that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any Default or Event of Mortgage Default by the Mortgagor in the performance of any obligation or condition contained in the other Mortgage Instruments, or the Loan Agreement or this Mortgage or otherwise, to protect the security hereof provided herein or in the other Mortgage Instruments and Loan Agreement, with interest on such advances at the Base Rate (as that term is

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defined in the Loan Agreement) plus three percent (3%). The overplus of the proceeds of sale, if any, shall be paid to the Mortgagor. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Property, as the Mortgagee may elect, until all of the Property has been foreclosed against and sold. In case of any foreclosure of this Mortgage (or the commencement of any preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

- (C) Notwithstanding anything contained in this Mortgage, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder or under any of the leases or otherwise, and the Mortgagor hereby agrees to indemnify against and hold the Mortgagee harmless of and from any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to Property by reason of its exercise of rights hereunder.
- (D) This Mortgage is granted to secure future advances made within twenty (20) years after the date hereof under a revolving line of credit and loans from the Mortgagee to the Mortgagor, as provided in the Loan Agreement. All advances, disbursements or other payments required by or provided in such Agreement are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have the same priority as if advanced on the date that this Mortgage is recorded.
- (E) The Mortgagor, on behalf of itself and all persons now or hereafter interested in the Property, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, appraisal, homestead, moratorium, valuation, exemption, stay, reinstatement, extension, redemption and marshalling statutes, laws or equities now or hereafter existing, and the

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Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Property. Without limiting the generality of the preceding sentence, the Mortgagor, to the fullest extent permitted by law, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property, or any thereof, subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court.

- (F) Mortgagor shall not transfer its interest in the Property to any trustee or nominee pursuant to an Illinois Land Trust, nominee trust, or other similar arrangement.
- (G) Upon the expiration of the Mortgagee's commitments under the Loan Agreement and the full payment and performance of the Obligations, this Mortgage shall terminate and be null and void. Upon request by the Mortgagor thereafter, the Mortgagee shall deliver to the Mortgagor a release of the Mortgage in form acceptable for recording in Cook County, Illinois.

Dated on this 10th day of January, 1989.

CHATWINS GROUP INC.

By: 

Joseph C. Lawyer  
President

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Attachment A

(a) All tract(s) or parcel(s) of land more particularly described and set forth in Exhibit A attached hereto and made part hereof (the "Premises");

(b) All and singular the tenements, hereditaments, easements, appurtenances, passages (and all waters, water courses and riparian rights, if any), pipes, conduits, electrical and other utility lines, other rights, liberties and privileges thereof or in any way now or hereafter appurtenant to the Premises, including any other claim at law or in equity as well as any after acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof, and all of the estate, right, title, claim or demand whatsoever of the Mortgagor therein and in the streets, ways and areas adjacent thereto;

(c) All buildings and other improvements of every kind and description now or hereafter erected or placed on the Premises or any part thereof, and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Property

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(as defined below) immediately upon the delivery thereof to the Premises, and all fixtures, Building Service Equipment (as defined in Schedule I hereto), and other equipment, vehicles, furniture, furnishings and articles of personal property now or hereafter owned by the Mortgagor and attached to or contained in or used in connection with the operation, occupancy and maintenance of such buildings and improvements, and the conduct of Mortgagor's business thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Premises or such buildings and improvements in any manner; it being mutually agreed that all the aforesaid property owned by Mortgagor and placed by it on the Premises shall, so far as permitted by law, be deemed to be affixed to the building or buildings and improvements and covered by this Mortgage.

(d) All of the estate, right, title and interest now owned or hereafter acquired by the Mortgagor in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or in connection with the Premises;

(e) All right, title and interest of Mortgagor in and to any and all present and future leases and licenses of space in the buildings and improvements now or hereafter erected on the Premises (collectively "leases", individually "lease") and the rents, issues and profits payable thereunder, all of which are hereby assigned to the holder

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subject, however, to the right of Mortgagor to receive and use the same until an Event of Mortgage Default shall have occurred and be continuing under this Mortgage, together with all the rights and privileges of the Mortgagor as landlord thereunder;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in this Mortgage and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets;

(g) All the rents, revenues, issues, income and profits of the Premises and the buildings and improvements now and hereafter erected thereon, all of which are hereby assigned to the holder subject, however, to the right of the Mortgagor to receive and use the same until an Event of Mortgage Default shall have occurred and be continuing under this Mortgage.

(h) All proceeds and products of the foregoing of every type.

All of the foregoing described property, rights, privileges, interests and franchises herein granted and mortgaged are intended to be, and are collectively referred to herein as the "Property".

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EXHIBIT A  
Premises Description

Parcel 1

All of Lot 6 in Block 17 in Sheffield's addition to Chicago in the South West 1/4 of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2

Lots 1, 2, 11 and 12 and that part of the vacated alley lying between said Lots and that part of Stein Street (now vacated) lying Easterly of and adjoining Lot 12 aforesaid, all in Hirsch and Stein's subdivision of Lots 7 to 12, both inclusive, in Block 17 in Sheffield's addition aforesaid

Parcel 3

That part of Lot 21 in Hirsch and Stein's subdivision of Lots 7 to 12, both inclusive, in Block 17 in Sheffield's addition aforesaid and that part of original Lots 13 and 14 in Block 17 in Sheffield's addition aforesaid lying North and East of a line described as follows, to wit: commencing at the Southwesterly corner of Lot 2 in Hirsch and Stein's subdivision of Lots 7 to 12, both inclusive, in Block 17 aforesaid; thence Northeasterly along a line parallel to the Northerly line of Redfield Street, a distance of 360 feet; thence on a curve of a radius of 204.7 feet, convex to the North East, to a point which is 112.5 feet Northwesterly of the Northerly line of Redfield Street, measured parallel to the Easterly line of Lot 14 in Block 17 in Sheffield's addition aforesaid, measured along a line parallel to the Northerly line of Redfield Street, thence Southeasterly on a line parallel with the Easterly line of Lot 14 in Block 17 in Sheffield's addition aforesaid and distant 25 feet therefrom to the Northerly line of Redfield Street; thence Northeasterly on the Northerly line of Redfield Street, a distance of 25 feet to the intersection of the Northerly line of Redfield Street with the Easterly line of Lot 14 in Block 17 aforesaid, all in Cook County, Illinois.

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## Permitted Encumbrances

1. RIGHTS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE CITY OF CHICAGO, THE PUBLIC AND THE SANITARY DISTRICT IN AND TO SO MUCH OF SAID PREMISES, IF ANY, AS LIES IN THE BED OF THE CHICAGO RIVER, FOR NAVIGATION, DOCKING AND OTHER PURPOSES, AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF SAID RIVER.
2. ROADWAYS, RAILROAD RIGHT OF WAY, SWITCH AND SPUR TRACKS OVER SAID PREMISES AND AGREEMENTS IN CONNECTION THEREWITH WITH THE RAILROAD COMPANIES AND OTHER PARTIES INTERESTED, NOT APPEARING OF RECORD, AS DISCLOSED BY SURVEY BY EMMET KENNEDY, DATED SEPTEMBER 9, 1963 AND REVISED SEPTEMBER 28, 1979.
3. COVENANTS, CONDITIONS AND AGREEMENT CONTAINED IN THE WARRANTY DEED DATED FEBRUARY 16, 1923 AND RECORDED FEBRUARY 24, 1923 AS DOCUMENT 7817634 FROM ALLIS CHALMERS MANUFACTURING COMPANY, A CORPORATION OF DELAWARE, TO MARQUETTE CEMENT MANUFACTURING COMPANY, A CORPORATION OF ILLINOIS, AS TO THE USE OF AND THE COST AND EXPENSE OF THE UPKEEP, MAINTENANCE AND REPAIR OF SAID ROADWAY AND SAID SWITCH TRACKS HERETOFORE DESCRIBED, AND THE RENTAL OR COMPENSATION TO BE PAID TO THE CITY OF CHICAGO FOR THE PRIVILEGE OF CROSSING STREETS AND ALLEYS WITH SAID SWITCH TRACKS.
4. EASEMENT FOR PERPETUAL RIGHT OF WAY FOR ROADWAY FOR THE USE AND BENEFIT OF THE GRANTORS AND GRANTEES, THEIR SUCCESSORS AND ASSIGNS, IN CONNECTION WITH THE PROPERTY THEREIN CONVEYED, AS OPENED, RESERVED AND ESTABLISHED BY WARRANTY DEED DATED FEBRUARY 16, 1923 AND RECORDED FEBRUARY 24, 1923 AS DOCUMENT 7817634, FROM ALLIS-CHALMERS MANUFACTURING COMPANY, A CORPORATION OF DELAWARE, TO MARQUETTE CEMENT MANUFACTURING COMPANY, A CORPORATION OF ILLINOIS, ALONG THE DIVIDING LINE OF THE LAND OWNED BY SAID PARTIES IN THE BLOCK ON THE WEST BY ELSTON AVENUE AND ON THE SOUTH BY REDFIELD STREET, IN CHICAGO, ILLINOIS A PORTION OF SAID ROADWAY SHOULD BE LOCATED ALONG AND ACROSS THE FOLLOWING PIECE OF LAND CONVEYED TO THE GRANTEE THEREIN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WESTERLY LINE OF LOT 2 IN HIRSCH AND STEIN'S SUBDIVISION OF LOTS 7 TO 12 INCLUSIVE IN BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID AND 5 FEET DISTANT FROM THE SOUTH WEST CORNER OF SAID LOT 2; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO THE NORTHERLY LINE OF REDFIELD STREET A DISTANCE OF 360 FEET; THENCE ON A CURVE OF A RADIUS OF 209.7 FEET CONVEX TO THE NORTH EAST TO A POINT WHERE SAID CURVE INTERSECTS A LINE DRAWN PARALLEL WITH THE EASTERLY LINE OF LOT 14 IN BLOCK 17 IN SHEFFIELD'S ADDITION TO CHICAGO AFORESAID; AND 25 FEET SOUTHWESTERLY THEREFROM (MEASURED ON A LINE PARALLEL WITH THE NORTHERLY LINE OF REDFIELD STREET); THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF LOT 14 AFORESAID

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4. AND 98 FEET NORTHWESTERLY OF THE NORTHERLY LINE OF REDFIELD STREET; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF LOT 14 AFORESAID TO THE SAID NORTHERLY LINE OF REDFIELD STREET; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF REDFIELD STREET, A DISTANCE OF 25 FEET; THENCE NORTHWESTERLY ALONG A LINE DRAWN PARALLEL TO THE EASTERLY LINE OF LOT 14 IN BLOCK 17 AFORESAID 112.5 FEET; THENCE NORTHWESTERLY ON A CURVE OF A RADIUS OF 204.7 FEET, CONVEX TO THE NORTH EAST, TO A POINT ON A LINE DRAWN PARALLEL TO THE NORTHERLY LINE OF REDFIELD STREET AND INTERSECTING THE SOUTH WEST CORNER OF LOT 2 AFORESAID, SAID POINT BEING 360.0 FEET NORTHEASTERLY OF THE SOUTH WEST CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG THE LINE SO DRAWN TO THE SOUTH WEST CORNER OF LOT 2 AFORESAID; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, AS THE NORTHERLY PART OF A PRIVATE ROADWAY, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY ANY PERSON OR CORPORATION AND ANY RIGHTS IN AND TO THE SAID EASEMENT.

5. RESERVATION BY THE ALLIS-CHALMERS MANUFACTURING COMPANY, FOR ITSELF, ITS GRANTEE, SUCCESSORS AND ASSIGNS, OF A PERPETUAL EASEMENT IN AND TO A SPUR SWITCH TRACK SITUATED IN THE PROPERTY OF THE MARQUETTE CEMENT MANUFACTURING COMPANY, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:  
COMMENCING AT A POINT ON THE WESTERLY LINE OF THE EASTERLY 25 FEET OF SAID LOT 14 AT A POINT 58.32 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID LOT AND CONTINUING FROM THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 181.4 FEET, 37.66 FEET TO A POINT OF SWITCH THENCE NORTHERLY AND WESTERLY ALONG THE CENTER LINE OF SAID SWITCH 47.5 FEET TO A POINT WHICH IS 64.89 FEET WESTERLY FROM THE EASTERLY LINE AND 143.31 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID LOT 14; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 181.4 FEET, A DISTANCE OF 100.5 FEET, CONTAINED IN THE WARRANTY DEED DATED FEBRUARY 16, 1923 AND RECORDED FEBRUARY 24, 1923 AS DOCUMENT 7817634 FROM ALLIS-CHALMERS MANUFACTURING COMPANY, A CORPORATION OF DELAWARE, TO MARQUETTE CEMENT MANUFACTURING COMPANY, A CORPORATION OF ILLINOIS ALSO A GRANT TO THE MARQUETTE CEMENT MANUFACTURING COMPANY, ITS GRANTEE, SUCCESSORS AND ASSIGNS OF THE PRIVILEGE AND RIGHT TO USE IN COMMON WITH THE GRANTOR, ITS GRANTEE, SUCCESSORS AND ASSIGNS, SAID MAIN SWITCH TRACK AND CONNECTIONS, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY ANY PERSON OR CORPORATION CLAIMING ANY RIGHTS IN AND TO SAID EASEMENT.

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6. ENCROACHMENT OF METAL FACE ON BUILDING LOCATED ALONG THE WESTERLY LINE OF THE PROPERTY ONTO THE CONCRETE SIDEWALK TO THE WEST BY .20 OF A FOOT TO .44 OF A FOOT WESTERLY AS DISCLOSED BY SURVEY DATED APRIL 20, 1988 BY ZARKO SEKEREZ AND ASSOCIATES NUMBER 52925.

7. ENCROACHMENT OF A 3 STORY BRICK BUILDING LOCATED ON THE LAND OVER AND ALONG THE WESTERLY LINE OF THE PROPERTY ONTO THE SIDEWALK TO THE WEST BY .19 OF A FOOT TO .14 OF A FOOT AND TO THE NORTH BY .03 OF A FOOT, AS DISCLOSED BY SURVEY AFORESAID BY ZARKO SEKEREZ.

NOTE: ENCROACHMENT ENDORSEMENT 1 APPROVED FOR OWNER'S AND LOAN POLICIES.

8. ENCROACHMENT OF METAL FACE ON BUILDING ALONG THE WEST LINE OF PROPERTY BY .44 OF A FOOT, AND ALONG THE NORTH LINE OF PROPERTY BY .27 OF A FOOT TO .34 OF A FOOT, AS DISCLOSED BY SURVEY AFORESAID.

NOTE: ENCROACHMENT ENDORSEMENT 1 APPROVED FOR OWNER'S AND LOAN POLICIES.

9. ENCROACHMENT OF CYCLONE FENCE LOCATED ON PROPERTY OVER THE NORTHERLY LINE OF PROPERTY BY APPROXIMATELY 1.24 FEET NORTH TO 3.70 FEET NORTH, AS DISCLOSED BY SURVEY AFORESAID.

10. A 5 FOOT ROADWAY EASEMENT LOCATED ALONG THE SOUTH LINE OF THE PROPERTY AS DISCLOSED BY SURVEY BY EMMET KENNEDY & COMPANY, DATED SEPTEMBER 9, 1963 AND REVISED SEPTEMBER 28, 1979.

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**Schedule I**  
(fee)**MORTGAGE RIDER**

Rider attached to and made a part of that certain mortgage, dated as of the 10th day of January, 1989 (hereinafter referred to as "Mortgage") by and between CHATWINS GROUP, INC., a Delaware corporation, as grantor (hereinafter referred to as "Mortgagor"), and Signal Capital Corporation, a Delaware corporation, as Agent on behalf of the Lenders identified in the Loan Agreement (as hereinafter defined), as beneficiary (hereinafter referred to as "Mortgagee").

With intent to be legally bound, Mortgagor and the Holder agree that the following terms and conditions are herein made a part of said Mortgage as an integral part thereof. The provisions of this Rider are supplementary to the provisions of the Mortgage to which this Rider is attached and to the extent any provision of this Rider deals with the same subject matter as similar provisions of said Mortgage, the provisions hereof are to be construed to expand such similar provisions and not to limit the general application of any general provision contained in said Mortgage. To the extent any provision of this Rider conflicts with the Mortgage, the language in the Mortgage shall control. To the extent any provision in the Mortgage or this Rider conflicts with the Loan Agreement, the Loan Agreement shall control. In case any one or more provisions of this Rider may be found to be invalid or unenforceable for any reason or in any respect such invalidity or unenforceability shall not limit or impair enforcement of any other provisions of this Rider. Unless otherwise defined herein, capitalized terms used in the Mortgage and this Rider shall have meanings ascribed to them in the Loan Agreement (as hereinafter defined) unless the context clearly indicates otherwise.

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**§1. Representations and Warranties.**

Mortgagor hereby represents and warrants to Mortgagee:

- §1.1. **Title to Property.** Mortgagor warrants its title to the Property in fee subject only to the encumbrances set forth in **Exhibit B** attached hereto (the "Permitted Encumbrances").

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- §1.2. Authority; No Encumbrances. The Property is now free and clear of all encumbrances whatsoever except Permitted Encumbrances, and Mortgagor has good right and lawful authority to mortgage and convey the same in the manner and form hereby mortgaged and conveyed.
- §1.3. No Conflicts. The execution and delivery of this Mortgage does not, and the performance and observance of the terms hereof will not, contravene any provision of existing law or governmental regulations, and will not conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under or result in or permit the creation or imposition of any charge or encumbrance upon any of the properties of Mortgagor pursuant to any indenture, mortgage or other agreement or instrument to which Mortgagor is a party or by which its properties are bound.
- §1.4. Governmental Filings. Other than the recording of this Mortgage and the filing of financing statements with the appropriate recording and filing offices in the state where the Property is located, no approval, authorization or other action by, or filing with, any federal, state, or local commission, board or agency, is required under existing law in connection with the execution and delivery by Mortgagor of this Mortgage.
- §1.5. No Leases. Except as provided for in Exhibit B attached hereto, there are presently in effect no leases by Mortgagor in favor of another party of the Property or any part thereof.
- §1.6. Absence of Litigation. Except as disclosed in Section 2.26 of the Annex to the Second Schedule annexed to the Loan Agreement, there are no actions, suits, proceedings or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the best of Mortgagor's knowledge, threatened, against or affecting the Property, or which may involve

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or affect the validity of this Mortgage, and Mortgagor is not in default with respect to any order, writ, injunction, decree or demand of any court or any administrative agency or governmental authority affecting the Property or the use thereof.

§1.7. Execution, Delivery and Enforceability. Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated by the Loan Agreement. This Mortgage has been duly executed and delivered by Mortgagor and is the legal, valid and binding obligation of Mortgagor, generally enforceable in accordance with its terms, subject only to the effect of any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and the discretionary nature of specific performance and other equitable remedies.

§1.8. Compliance with Law. The Property is in compliance with all applicable laws and governmental regulations, including but not limited to those governing zoning, land use, subdivision control, health, safety and protection of the environment.

§2. Certain Covenants and Conditions.

Mortgagor covenants and agrees as follows:

§2.1. Governmental Charges. Mortgagor shall pay before the same become delinquent all taxes, charges, sewer use fees, water rates and assessments of every name and nature, whether or not assessed against Mortgagor, if applicable or related to the Property, or any interest therein, or applicable or related to any of the Obligations, which, if unpaid, might by law become a lien or charge upon all or any part of the Property; provided, however, that, so long as no foreclosure or similar proceedings with respect to the Property or any part thereof shall have been commenced, Mortgagor shall not be required to pay any such taxes, charges, fees, rates and

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assessments by reason of this §2.1 if (a) the amount, applicability or validity thereof are currently being contested by Mortgagor in good faith by appropriate legal proceedings, and (b) Mortgagor shall have set aside on its books adequate reserves (segregated to the extent required by generally accepted accounting principles) with respect thereto.

§2.2.

Provision for Payment of Governmental Charges and other Obligations. To assure the payment of all taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Property, the Mortgagor, if so requested by the Holder after an Event of Mortgage Default, shall deposit with the Holder, on the first day of each month, a sum determined by the Holder to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts ten (10) days at least before the same become delinquent; and whenever the Holder determines sums accumulated under the provisions of this §2.2 to be insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of the Holder, any amount required to cover the deficiency therein. Every such deposit may, at the option of the holder, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby. Such deposits may, to the fullest extent permitted by law, be commingled with other assets of the Holder and, in the discretion of the Holder, invested by the Holder for its own account, without any obligation to pay income from such investment, or interest on such deposits, to the Mortgagor, or to account to Mortgagor for such income in any manner.

§2.3.

Maintenance of Property; Alterations. Mortgagor shall keep and maintain the Property in as good repair and condition as

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the same now is or may hereafter be put (ordinary wear and tear excepted), damage from casualty expressly not excepted, shall make all such needful and proper repairs, replacements, additions and improvements thereto as shall be necessary for the proper conduct of its business thereon, and shall not permit or commit waste on the Property. Mortgagor shall maintain the Property in a rentable and tenantable state of repair, and will make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. Mortgagor shall not permit removal or alteration of anything which constitutes a part of the Property without the consent of the Holder such consent not to be unreasonably withheld. Notwithstanding the prohibitions contained in the preceding sentence, the Mortgagor shall be permitted to remove obsolete or worn out fixtures from the Property without the consent of the Holder. Mortgagor shall permit the Holder to enter the Property, at any reasonable time, to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Property shall comply with, and each and every part of the Property shall be maintained and used in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions, relating to the maintenance or use thereof.

§2.4. Insurance. The Mortgagor agrees, at the Mortgagor's sole cost and expense, to keep the Property insured at all times throughout the term of this Mortgage with policies of insurance as follows: (a) Casualty or physical hazard "extended coverage" insurance on an "all risks" basis, with a full replacement cost endorsement (including builder's risk during any period or periods of time that construction or remodeling is being performed on the Property), in an

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amount equal to 100% of the full replacement cost of all improvements (excluding only the reasonable value of footings and foundations) and the Mortgagor's contents therein, determined to the reasonable satisfaction of the Mortgagee, and in any event, in an amount sufficient to prevent the Mortgagor from incurring any coinsurance liability; (b) if at any time the Property or any portion thereof is located in a "Flood Hazard Area" pursuant to the Flood Disaster Protection Act of 1973 (or any successor thereto), flood insurance in such total amount as the Mortgagee shall reasonably require from time to time; and (c) insurance with respect to such other insurable risks relating to the Property or the Mortgagor (including, without limitation, boiler insurance, builder's risk insurance and workmen's compensation insurance) in such amounts and containing such terms and conditions as the Mortgagee may reasonably require from time to time. The Mortgagor shall deposit certified copies of all insurance policies (or certificates thereof acceptable to the Mortgagee) providing coverage applicable to the Property, whether or not required by this Mortgage, with the Mortgagee forthwith after the binding thereof, and shall deliver to the Mortgagee new policies (or certificates acceptable to the Mortgagee) for any insurance about to expire at least thirty (30) days before such expiration. All such insurance policies shall name Mortgagee as mortgagee and "additional insured" and shall be first payable in case of loss to the Mortgagee by means of a standard non-contributory mortgagee clause (or endorsement), shall be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee shall reasonably designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of the Mortgagor and the Mortgagee, shall provide that with respect to the Mortgagee, the insurance shall

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not be invalidated by any action or inaction by the Mortgagor including without limitation any representations made by the Mortgagor in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least thirty (30) days' prior written notice to the Mortgagee. After an Event of Mortgage Default, the Mortgagor hereby grants the Mortgagee full power and authority as attorney-in-fact of the Mortgagor, such power of attorney being irrevocable, to cancel or transfer such insurance, to collect and endorse any checks issued in the name of the Mortgagor and to retain any premium and to apply the same to the obligations secured hereby.

§2.5. Casualties and Takings. Mortgagor covenants that it will give prompt written notice to the Mortgagee of any damage or injury to the Property in excess of \$10,000.00. All proceeds of any property or casualty insurance or awards of damages on account of any taking or condemnation for public use of or injury to the Property shall be paid to the Holder and, if an Event of Mortgage Default has occurred and is continuing, such proceeds shall, at the option of the Holder, be applied to or toward the Obligations (in which event Mortgagor shall be relieved of the obligation in §2.3 of this Mortgage Rider to the extent of the repair of the part of the Property damaged by the loss with respect to which such proceeds are paid) or, if the Holder shall require repair of that part of the Property so damaged or remaining after such taking, shall be released to Mortgagor by Holder upon such conditions as the Holder may prescribe, with any balance remaining upon completion of such repairs applied to or toward the Obligations. Notwithstanding the foregoing, unless an Event of Mortgage Default has occurred and is continuing as aforesaid, such proceeds shall be released to Mortgagor to be applied against the cost of repairing and restoring the Property or the remaining portion thereof, with any balance remaining to be applied to or toward the Obligations. Notwithstanding anything in

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this §2.5 to the contrary, however, (i) if any Health Care License or related governmental regulations applicable to the Property require that the Property be restored or rebuilt after a casualty, then any insurance proceeds shall be released to Mortgagor for such purpose and (ii) if any insurer denies liability to Mortgagor, Mortgagor shall not be relieved of any obligations under §2.3 of this Mortgage Rider.

§2.6. Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Property or any portion thereof, shall notify the Holder of the pendency of such proceeding. The Holder may participate in such proceeding, and the Mortgagor from time to time shall deliver to the Holder all instruments requested by the Holder to permit such participation.

§2.7. Leases; Assignments; Subordination. Mortgagor shall not lease the Property or any part thereof without the prior written consent of the Holder, such consent not to be unreasonably withheld. If Holder shall consent and Mortgagor shall enter into a lease, Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Property, and shall not alter or terminate any such lease, except in the ordinary course of business, or accept any rentals for more than one month in advance. Mortgagor hereby assigns all rents and profits under any and all leases of the Property, provided, however that Mortgagor shall be entitled to retain such rents and profits until an Event of Mortgage Default shall have occurred. At any time on notice from the Holder, Mortgagor shall submit to the Holder for examination all such leases and on the demand of the Holder, shall execute and deliver a separate instrument collaterally assigning any or all

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such leases, or the rents and profits thereof, in form satisfactory to the Holder. The Holder shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and the rights of the Holder hereunder, to any lease or leases from time to time in force with reference to the Property, and, on the execution of any such instrument, this Mortgage shall be subordinate to the lease for which such subordination is applicable with the same force and effect as if such lease had been executed and delivered, and a notice thereof recorded to the extent required to give notice to third persons, prior to the execution, delivery and recording of this Mortgage.

§2.8. Prior Mortgages. If this Mortgage, by its terms, is now, or at any time hereafter becomes, subject or subordinate to a prior mortgage Mortgagor shall fully perform its obligations under such prior mortgage and shall not, without the consent of the Holder, agree to the modification, amendment or extension of the terms or conditions of such prior mortgage. Nothing contained in this §2.9 is intended, nor shall it be deemed, to constitute consent by the Holder to a subordination of the lien of this Mortgage.

§2.9. Encumbrances. Mortgagor shall not create or permit to be created or permit to exist any lien or other encumbrance on the Property (other than Permitted Encumbrances and liens and charges that Mortgagor is contesting in accordance with the terms of this Mortgage and the Loan Agreement) even if such encumbrance is inferior to this Mortgage, except for encumbrances permitted under the terms of the Loan Agreement.

§2.10. Transfers of Ownership. Mortgagor shall not sell or permit any transfer of any interest in the Property, or any part thereof (except disposition of inventory in the ordinary course of business and the sale and replacement of obsolete equipment and

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fixtures), without the prior express written consent of Mortgagee, except in accordance with the terms of Section 2 of the Loan Agreement.

§2.11. Expenses. Mortgagor shall pay when due all reasonable fees and charges (including reasonable attorneys' fees) incurred by the Holder incident to the transactions evidenced by the Obligations and secured by this Mortgage, the assurance of the security represented by this Mortgage, and incident to the enforcement of the Obligations and this Mortgage and such fees and charges shall be secured by the lien of this Mortgage.

§2.12. Priority of Lien; After-Acquired Property. This Mortgage is and will be maintained as a valid first-priority mortgage lien on the Property subject only to the Permitted Encumbrances and the liens and charges which Mortgagor is contesting in accordance with the terms of this Mortgage and the Loan Agreement. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, and assurances as the Holder shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Property or for the foreclosure of any other mortgage or for any other purpose affecting the Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Holder a true copy of each precept, 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.

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§2.13. Waiver and Modification; Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the Holder, no forbearance on the part of the Holder or extension of the time for the payment of the whole or any part of the Obligations secured hereby, whether oral or in writing, or any other indulgence given by the Holder to Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the Holder, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by Mortgagor and all those claiming by, through or under Mortgagor. No consent or waiver, express or implied, by the Holder to or of any default by Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby. In case pursuant to the laws of the state in which the Property is located redemption is had by Mortgagor after foreclosure proceedings have begun, the Holder shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption.

§2.14. Fixtures and Equipment; Financing Statement. This Mortgage constitutes a security agreement under the Uniform Commercial Code as enacted in the State of Illinois, and Mortgagor hereby grants to the Holder to secure the payment and performance of the Obligations and also to secure the performance of all agreements and covenants herein contained, a security interest in all fixtures, Building Service Equipment and any other property included in the Property, now owned or hereafter acquired by Mortgagor, which might otherwise be deemed "personal

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property" (and all accessions thereto and the proceeds thereof). The Mortgagor covenants and agrees that, upon the subsequent acquisition of fixtures or Building Service Equipment, it will provide to the Holder such further assurances as may be required by the Holder to establish the Holder's first and prior security interest in such fixtures and Building Service Equipment. IT IS INTENDED BY MORTGAGOR AND THE HOLDER THAT THIS MORTGAGE BE EFFECTIVE AS A FINANCING STATEMENT FILED WITH THE REAL ESTATE RECORDS AS A FIXTURE FILING. Upon request, Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at Mortgagor's sole cost and expense, continuances and such other instruments as will maintain the Holder's priority of security in all fixtures and Building Service Equipment.

## §3. Default and Remedies

§3.1. Default; Acceleration of Obligations. If any of the following events (an "Event of Mortgage Default") shall occur:

- (a) any payment required under the Obligations or under this Mortgage shall not be made when due or prior to the expiration of any applicable grace period; or
- (b) in any respect there shall be a failure to perform Mortgagor's obligations under §2.4, §2.7, §2.8, §2.9 or §2.10 hereof; or
- (c) any representation or warranty of the Mortgagor herein or in any certificate delivered hereunder shall prove to have been false in any material respect on the date when made; or
- (d) there shall be any breach of any other condition or covenant set forth in this Mortgage which shall exist for more than 15 days after notice thereof has been given to Mortgagor; or

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(e) any Event of Default under and as defined in the Loan Agreement shall occur;

then the Holder shall have the right to declare the entire indebtedness of the Mortgagor under the Obligations forthwith due and payable.

§3.2. Remedies. Upon the occurrence of an Event of Mortgage Default, the Holder shall have the right to declare the entire indebtedness of the Mortgagor under the Obligations forthwith due and payable (and, in any such case, the prepayment premiums, if any, which would have been applicable to a voluntary prepayment of the indebtedness at the time of such declaration by the Holder shall be treated as a part of the indebtedness secured hereby and added to the principal amount thereof), and shall have all remedies provided in this Rider and in the Mortgage to which this Rider is attached, together with all other remedies now or hereafter permitted by law or provided in the Loan Agreement or any other documents providing security for the Obligations. No remedy herein conferred on the Holder is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing.

§3.3. Right of Holder to Cure Event of Mortgage Default. If an Event of Mortgage Default shall occur, the Holder shall have the right, after written notice to Mortgagor, but without any obligation so to do, to cure such default for the account of Mortgagor. Without limiting the generality of the foregoing, Mortgagor hereby authorizes the Holder to pay, at its option, all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder

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and the security hereby granted; to pay any balance due under any security agreement on any fixtures and equipment included as a part of the Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby.

§3.4. Certain Terms of Foreclosure Sale. At any foreclosure sale, any combination, or all, of the Property or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, or be offered at more than one foreclosure sale in parts or parcels, Mortgagor hereby waiving the application of any doctrine of marshalling; and, in case the Holder, in the exercise of the rights herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the Property or security not previously sold shall have been sold.

§3.5. Uniform Commercial Code. If the provisions of the Uniform Commercial Code as enacted in the State of Illinois are applicable to any property or security given to secure the indebtedness secured hereby which is sold in combination with or as a part of the Property, or any part thereof, at one or more foreclosure sales, any notice required under such provisions shall be fully satisfied by the notice given in execution of the rights provided under Section 3.4 or other provision in accordance with which the sale of real property pursuant to such foreclosure is held.

§3.6. Other Mortgage Instruments. The Obligations secured by this Mortgage are also secured by various other deeds of trust and/or mortgages (collectively, including this Mortgage, the "Mortgage Instruments") conveying or encumbering real estate in this state and in other jurisdictions. A default under the

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Loan Agreement shall be a default under all Mortgage Instruments. Except as may be expressly stated in this Mortgage, all the property conveyed or encumbered by the Mortgage Instruments is security for the entire indebtedness and other obligations secured by the Mortgage Instruments without allocation of any one or more of the parcels or properties serving as security under the Mortgage Instruments to any part of the Obligations. The Holder may act at the same time or at different times to pursue a remedy or remedies under the Mortgage Instruments or under any of them by proceedings appropriate to the state in which the property serving as security lies, and no such action shall stay or bar enforcement, or be construed as a waiver of, any remedy of the Holder under any other instrument in the same state or jurisdiction or in any other state or jurisdiction.

§4. Definitions

The following terms as used herein shall have the following meanings:

Building Service Equipment shall mean all fixtures, equipment, machinery, apparatus and articles of personal property and owned by Mortgagor now or hereafter attached to or used or procured for use in connection with the operation or maintenance of any building, structure or other improvement located on or included in the Property or the conduct of any business thereon or therein, including, but without limiting the generality of the foregoing, all antennas, engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, switchboards, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, fittings, and machinery and all other equipment of every kind and description (except fixtures, equipment, machinery, apparatus or articles of personal property belonging to lessees or other legal occupants of said building or to persons other than Debtor unless the same be abandoned by any

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such sublessee or other occupant or person), together with any and all replacements thereof and additions thereto.

Event of Mortgage Default shall have the meaning set forth in §3.1 hereof.

Holder shall mean, as appropriate, the Mortgagee named at the beginning of this instrument, and any subsequent holder or holders of this Mortgage or the indebtedness secured hereby, the trustee under a deed of trust, and any commonwealth, state or county official engaged in any part of the enforcement of the lien of this Mortgage.

Loan Agreement shall mean the Loan Agreement, dated as of January 10, 1989, by and between Mortgagor, Mortgagee, individually and as Agent for itself and The First National Bank of Boston, as originally executed, or if amended, modified, varied or supplemented from time to time, as so amended, modified, varied or supplemented.

Mortgage shall mean this Rider and the deed of trust to which this Rider is attached.

Mortgage Instruments shall have the meaning set forth in §3.6 hereof.

Mortgagor shall mean the person or persons named at the beginning of this instrument as Mortgagor and any subsequent owner or owners of the Property. Where more than one person constitutes Mortgagor, provisions in this Mortgage with reference to bankruptcy or insolvency or the like shall refer to each of the persons who at that time constitutes Mortgagor, so that if, for example, but without limitation, any person who is one of the persons who constitute Mortgagor shall file a petition in bankruptcy, such filing shall be treated as a breach of condition of this Mortgage.

Obligations shall mean all indebtedness, obligations and liabilities (including, but not limited to, all amounts due under (i) those certain Revolving Credit Notes, dated of even date herewith, in the aggregate principal amount of

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\$16,000,000, payments of principal (not at the time overdue) bearing interest at the rate specified in Section 2.05 of the Loan Agreement, which on the date hereof, is one and one-quarter percent (1 1/4%) above the Base Rate (as defined in the Loan Agreement) in effect from time to time executed and delivered by the Mortgagor to the Mortgagee and (ii) those certain Term Notes, of even date herewith, in the aggregate principal amount of \$17,000,000, payments of principal (not at the time overdue) bearing interest at the rate specified in Section 2.05 of the Loan Agreement, which on the date hereof, is one and one-quarter percent (1 1/4%) above the Base Rate (as defined in the Loan Agreement) in effect from time to time executed and delivered by the Mortgagor to the Mortgagee) to the Agent or any Lender (as defined in the Loan Agreement), individually or collectively, existing on the date of the Loan Agreement or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise of the Mortgagor arising or incurred under the Loan Agreement or in respect of Loans made and any Note or other instruments at any time evidencing any thereof or in respect of any Permitted Letter of Credit (as defined in the Loan Agreement).

Permitted Encumbrances shall mean those liens, encumbrances and adverse claims described on Exhibit B attached hereto.

Property shall mean the property described in Attachment A attached hereto and incorporated herein by reference as if fully set out herein.

§5. Miscellaneous

§5.1. Notices.

(a) All notices, requests and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered in hand, mailed by United States first-class mail, postage prepaid, or sent by telegraph, telex or telecopy confirmed by letter, addressed as provided below:

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(i) if to the Mortgagor, at 300 Weyman Plaza, Suite 340, Pittsburgh, Pennsylvania 15236, Attn: Joseph C. Lawyer, or at such other address for notice as the Mortgagor shall last have furnished in writing to the person giving such notice, with copies delivered in the same manner to Richards & O'Neil, 885 Third Avenue, New York, New York 10022, Attn: Brian D. Beglin, Esq.; or

(ii) if to the Mortgagee, at Liberty Lane, Hampton, New Hampshire 03842, Attn: Timothy J. Durkin, or at such other address for notice as the Mortgagee shall last have furnished in writing to the person giving such notice., with copies delivered in the same manner to Bingham, Dana & Gould, 150 Federal Street, Boston, Massachusetts 02110, Attn: Louis J. Duval, Esq.

Any notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer or (ii) if sent by registered or certified first-class mail, postage prepaid, when mailed.

§5.2. Successors and Assigns; Joint and Several Liability; Partial Invalidity. All the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the heirs, executors, administrators, successors and assigns of Mortgagor; and, where more than one person constitutes Mortgagor, the liability of such persons under this Mortgage for the obligations set forth herein shall be joint and several. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof.

§5.3. Modification. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be

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valid unless in writing and signed by the parties hereto or their respective successors and assigns.

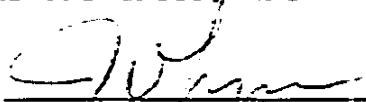
§5.4. Future Advances. In addition to all the Obligations secured by the lien of this Mortgage, this Mortgage shall also secure, and constitute a lien upon the Property for, all future advances or additional sums advanced by any of the Lenders within twenty (20) years to or for the benefit of Mortgagor under and in accordance with the Loan Agreement, whether such advances are obligatory or are made at the option of such Lenders, or otherwise, and whether or not any reference is made to this Mortgage at the time that such loans or advances shall be added to the Obligations. Such advances (not at that time overdue) shall bear interest at the rate provided for in Section 2.05 of the Loan Agreement which on the date hereof is the Base Rate (as defined in the Loan Agreement) plus one and one-quarter percent (1 1/4%) and shall be repaid at the time specified in the note or other evidence of indebtedness made in connection with such loans or advances. Such sums, if any, shall be equally secured with and, to the extent permitted by law, have the same priority as the original Obligations, and shall be subject to all of the terms and provisions of this Mortgage.

§5.5. Captions. Section headings are inserted for convenience of reference only, do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.

Dated this 10th day of January, 1989

CHATWINS GROUP, INC

[Corporate Seal]

By:  (Seal)  
Joseph C. Lawyer  
President

COOK COUNTY, ILLINOIS

1989 JAN 12 AM 11:35

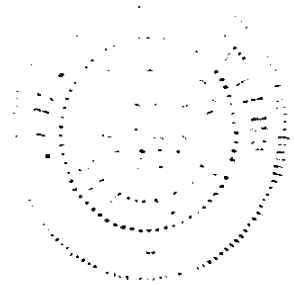
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COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

I, Margaret A. Heinonen, a Notary Public in and for said county, in the State or Commonwealth aforesaid, DO HEREBY CERTIFY that Joseph C. Lawyer, President of Chatwins Group, Inc. personally known to me or established by sufficient evidence to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of said corporation by its authority for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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Given under my hand and notarial seal this 10<sup>th</sup> day of January, 1989.

(Impress Seal Here)

Margaret A. Heinonen  
Notary Public

Commission Expires July 24, 1992

PREPARED BY HAND

Address of Property:

1765 North Elston Avenue  
Chicago, Illinois

Notary Public of Cook County Clerk's Office

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