

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the land and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagee and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon,

A. The Land ("Land") and all of Mortgagee's estate, right, title, and interest therein, described as set forth on Exhibit A attached hereto and made a part hereof.

1. Mortgage of Premises. Mortgagee does by these presents grant, demise, release, alien, pledge, mortgage, convey, and warrant unto Mortgagee and Mortgagee's successors and assigns:

To secure the payment of all principal, interest, and other sums of money and other obligations required to be paid or performed by Mortgagee under the Note ("Note"), and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

Mortgagee has concurrently herewith executed and delivered to Mortgagee that certain Junior Mortgage Note dated on the date hereof (the "Note") in the principal amount of \$2,500,000.00 together with interest at the rate(s) stated therein, which may vary from time to time. All of the terms and provisions of the Note are hereby incorporated herein by this reference to the same extent as though fully set forth in this Mortgage.

THIS JUNIOR MORTGAGE ("Mortgage") is dated March 1, 1989 and is by American National Bank and Trust Company of Chicago, not individually but as trustee under a trust agreement dated January 21, 1985 and known as Trust No. 63352 and American National Bank and Trust Company of Chicago, not individually but as trustee under a trust agreement dated January 21, 1985 and known as Trust No. 63353, 33 North LaSalle Street, Chicago, Illinois 60602 (collectively, "Mortgagee") for the benefit of Home Federal Bank for Savings ("Mortgagee").

JUNIOR MORTGAGE AND SECURITY AGREEMENT

Allan Goldberg
Gottlieb and Schwartz
200 East Randolph Drive
Suite 6900
Chicago, Illinois 60601

89106218

When recorded mail to:

Allan Goldberg
Gottlieb and Schwartz
200 East Randolph Drive
Suite 6900
Chicago, Illinois 60601

This document prepared by:

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and owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing, and all of the right, title, and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements").

C. All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating, or appertaining to the Land and Improvements, or which hereafter shall in any way belong, relate, or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, at law as well as in equity, of Mortgagor of, in, and to the same.

D. All rents, royalties, issues, profits, revenue, income, and other benefits from the Premises to be applied against the Indebtedness Hereby Secured; provided, however, that permission is hereby given to Mortgagor so long as no Event of Default hereunder (as hereinafter defined) has occurred, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable.

E. All right, title, and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Premises whether written or oral and all agreements for use of the Premises ("Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease; and all of Mortgagor's rights to enter into any lease or lease agreement which would create a tenancy that is or may become subordinate in any respect to any mortgage or deed of trust other than this mortgage (the property and interests described in Paragraphs 1.A, 1.B, 1.C, 1.D, and 1.E being collectively referred to herein as the "Real Estate").

F. All of Mortgagor's rights further to encumber the Real Estate for debt without the prior written consent of Mortgagee and with such consent only by such encumbrances which, by their actual terms and specifically expressed intent, and except as may expressly be provided to the contrary herein, shall be and at all times remain subject and subordinate to any and all leases and tenancies which are in existence when such encumbrances become effective or which are thereafter created.

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G. The Personal Property (as hereinafter defined), including without limitation the Personal Property specifically described in Exhibit B attached hereto and made a part hereof (the Real Estate, rights and interests described in Paragraph 1.F hereof, and Personal Property being collectively referred to herein as the "Premises").

To have and to hold the Premises and with all the rights and privileges thereunto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive; provided, however, that if Mortgagor shall pay in full when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Note and provided to be performed and observed by Mortgagor, then this Mortgage and the estate, right, and interest of Mortgagee in the Premises shall cease and become void and of no effect.

2. Payment of Indebtedness and Performance of Covenants.

A. Mortgagor shall pay when due the Indebtedness Hereby Secured.

B. Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants, and agreements on Mortgagor's part to be performed or observed as provided herein, in the Note, and in any and all other documents or instruments heretofore, now, or hereafter executed by Mortgagor in connection with or given as additional security for the Note or as evidence of or regulating or guaranteeing the Indebtedness Hereby Secured.

3. Maintenance, Repair, Compliance with Law, Use, Etc.

A. Mortgagor shall do or cause to be done each and every one of the following:

1. Promptly repair, restore, replace, or rebuild any portion of the Improvements which may become damaged or be destroyed, however; in the event of a casualty, Mortgagor's obligations shall be as more fully provided in Section 7 hereof and subject to applicable insurance and coverages set forth in such Section.

2. Keep the Premises and all portions thereof in good condition and repair, free from waste.

3. Cause to be paid all operating costs of the Premises.

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4. Complete within a reasonable time any building or buildings or other Improvements now or at any time in the process of construction upon the Premises.

5. Comply with all requirements of zoning, building, health, fire, traffic, environmental, and other statutes, ordinances, rules, regulations, orders, decrees, and other requirements of law relating to the Premises or any part thereof by any federal, state, or local authority.

6. Refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements or any portion thereof.

7. Comply with any restrictions and covenants of record with respect to the Premises and the use thereof.

8. Observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that are applicable to the Premises or its use and occupancy.

9. Cause the Premises to be managed in a competent and professional manner.

10. Pay when due, as provided in Paragraphs 4 and 5 hereof, any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit to Mortgagee satisfactory evidence of such payment.

B. Mortgagor shall not cause, suffer, or permit without the prior written consent of Mortgagee, which consent may be withheld in the exercise of Mortgagee's sole discretion:

1. A material alteration of the Premises (as hereinafter defined), except as required by law or ordinance or except as permitted or required to be made by the express terms hereof or by the terms of any Leases approved by Mortgagee.

2. A change in the intended use or occupancy of the Premises for which the Improvements were or are required to be constructed, including without limitation any change which would increase the risk of fire or other hazard.

3. An unlawful use of, or nuisance to exist upon, the Premises.

4. A granting of any easements, licenses, covenants, restrictions, conditions, or declarations of use against the

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Premises, other than use restrictions contained or provided for in Leases approved by Mortgagee and other than in the ordinary course of the operation of the Premises as an office building.

5. Any action or omission which shall result in the waste or diminution in value of the Premises or any portion thereof or which shall in Mortgagee's judgment impair Mortgagee's security hereunder.

6. Any zoning reclassification with respect to the Premises which will in any material respect affect the contemplated operation of the Premises.

4. Liens.

A. Prohibition. Subject to the provisions of Paragraph 13 hereof, Mortgagor shall not create or suffer or permit any mortgage, lien, charge, or encumbrance to attach to or be filed against the Premises, whether the same are junior or senior to the lien hereof, or any mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises (which liens are herein defined as "Mechanic's Liens"), excepting only:

1. Liens securing the Indebtedness Hereby Secured.
2. The lien of the Mortgage and Security Agreement dated on the date hereof securing a Mortgage Note executed by Mortgagor, as maker, payable to Mortgagee, as holder, in the principal amount of \$6,000,000.00.
3. The lien of real estate taxes and assessments not due and payable.
4. Leases of portions of the Premises under five hundred rentable square feet and at rentals no less than those rentals set forth in the schedule of net operating income dated December 6, 1988 submitted to Mortgagor by Mortgagee, and which are entered into in the ordinary course of business, which shall not contain options to purchase or rights of first refusal in respect of the Premises or similar provisions.

B. Contest of Mechanic's Liens Claims. Notwithstanding the foregoing prohibition against Mechanic's Liens against the Premises, Mortgagor, or any party obligated to Mortgagor to do so, may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Lien and defer payment and discharge thereof during the pendency of such contest, provided that:

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1. Such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Mechanic's Lien.

2. Within 20 days after Mortgagor has been notified of the filing of such Mechanic's lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Mechanic's Lien or to cause such other party to contest such Mechanic's Lien.

3. Within 30 days after Mortgagor has been notified of the filing of such Mechanic's lien, Mortgagor either shall have obtained a title insurance endorsement over such Mechanic's Lien insuring Mortgagee against loss or damage by reason of the existence thereof or Mortgagor shall have deposited or caused to be deposited with Mortgagee or with a title insurance company reasonably acceptable to Mortgagee a sum of money or other security reasonably acceptable to Mortgagee (all of such deposits from time to time hereunder collectively referred to as the "Deposit") in an amount which is in the reasonable judgment of Mortgagee sufficient to pay in full such Mechanic's Lien and all interest which might become due thereon. The Deposit shall be held without any allowance of interest. If Mortgagor fails to maintain or cause to be maintained a sufficient Deposit, fails to prosecute such contest or cause such contest to be prosecuted with reasonable diligence, or fails to pay or cause to be paid the amount of the Mechanic's Lien plus any interest finally determined to be due upon the conclusion of such contest, then Mortgagee may, at Mortgagee's option, apply the Deposit in payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon. If at any time the Deposit shall be insufficient for the payment in full of such Mechanic's Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee or the title insurer an additional Deposit which, when added to the Deposit theretofore made, shall be sufficient to make such payment in full. If the contest of the Mechanic's Lien claim is ultimately resolved in favor of the claimant then, provided that no Event of Default hereunder has occurred and is then continuing, Mortgagee shall apply the Deposit in full payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon, when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made, and any overplus remaining in the control of Mortgagee shall be paid to Mortgagor.

5. Taxes and Liens.

A. Payment. Mortgagor shall pay or cause to be paid when due, and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees,

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taxes, charges, and assessments of every kind and nature whatsoever levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Mortgagor. Mortgagor shall furnish to Mortgagee receipts therefor without demand or further request on or before the date the same are due. Mortgagor shall discharge any claim or lien relating to Taxes upon the Premises. Nothing in this Paragraph 5.A contained shall require Mortgagor to pay any income, franchise, or excise tax imposed upon Mortgagee, excepting any such tax which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if Mortgagee derived no income from any source other than its interest hereunder.

B. Contest of Taxes. Mortgagor may, in good faith and with reasonable diligence, contest or cause to be contested the validity or amount of any such Taxes, provided that:

1. Such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Taxes.

2. Mortgagor has notified Mortgagee in writing of Mortgagor's intention to contest such Taxes or to cause the same to be contested, and such contest shall be made and concluded (or such Taxes shall be paid under protest) before any Tax has been increased by any interest, penalties, or costs.

3. Before such Tax is due, Mortgagor either shall have paid such Tax under protest or shall have deposited or caused to be deposited with Mortgagee or with a title insurance company reasonably acceptable to Mortgagee a sum of money or other security reasonably acceptable to Mortgagee (all of such deposits from time to time hereunder collectively referred to as the "Deposit") in an amount which is in the reasonable judgment of Mortgagee sufficient to pay in full such Taxes and all interest and penalties which might become due thereon. The Deposit shall be held without any allowance of interest. If Mortgagor fails to maintain or cause to be maintained a sufficient Deposit, fails to prosecute such contest or cause such contest to be prosecuted with reasonable diligence, or fails to pay or cause to be paid the amount of the Taxes plus any interest or penalties finally determined to be due upon the conclusion of such contest, then Mortgagee may, at Mortgagee's option, apply the Deposit in payment of such Taxes or that part thereof then unpaid, together with all interest and penalties thereon. If at any time the Deposit shall be insufficient for the payment in full of such Taxes, together with all interest and penalties thereon, Mortgagor

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shall forthwith, upon demand, deposit with Mortgagee or the title insurer an additional Deposit which, when added to the Deposit theretofore made, shall be sufficient to make such payment in full. If the contest of the Taxes is ultimately resolved adverse to Mortgagor then, provided that no Event of Default hereunder has occurred and is then continuing, Mortgagee shall apply the Deposit in full payment of such Taxes or that part thereof then unpaid, together with all interest and penalties thereon, when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made, and any overplus remaining in the control of Mortgagee shall be paid to Mortgagor.

6. Change in Tax Laws. If, at any time, under the laws of the United States of America or of any state or municipality having jurisdiction over Mortgagee, Mortgagor, or the Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording or existence of this Mortgage, Mortgagor shall pay such tax in the manner required by such law. If any law, statute, rule, regulation, order, or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of Taxes, so as to affect this Mortgage, the Indebtedness Hereby Secured, or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, unless Mortgagee determines, in Mortgagee's reasonable judgment, that such payment or reimbursement by Mortgagor is unlawful, in which event the Indebtedness Hereby Secured shall be due and payable within 30 days after written demand by Mortgagee to Mortgagor. Nothing in this Paragraph 6 shall require Mortgagor to pay any income, franchise, or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagor pursuant hereto.

7. Insurance Coverage.

A. Mortgagor will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

1. Casualty insurance against loss and damage by all risks of physical loss or damage without deduction for depreciation or co-insurance, including fire, windstorm, flood, and other risks covered by the so-called "all risk" coverage endorsement, in amounts not less than the full

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insurable replacement value of all Improvements, fixtures, and equipment from time to time on or constituting the Premises, but in no event less than the total of the maximum principal amount of the Note, and bearing a replacement cost agreed amount endorsement.

2. Comprehensive general liability insurance covering the Premises in a liability per occurrence amount of not less than \$1,000,000.00 for bodily injury, property damage, or both.

3. Use and occupancy insurance covering rental income from the Premises, with coverage in an amount not less than 12 months' gross rental income from the operation of the Premises.

4. If the Federal Insurance Administration (FIA) or any other governmental agency has designated or shall at any time hereafter designate the Premises to be in a special flood hazard area, first and second layer flood insurance (including surface waters) in form, substance, and amounts satisfactory to Mortgagee.

5. Such other types and amounts of insurance coverage (including without limitation contingent liability insurance with respect to any building loss pertaining to nonconforming property; earthquake insurance, including subsidence; and business interruption or rental insurance) as are customarily maintained by owners or operators of like properties, or as Mortgagee may reasonably request.

Mortgagee may, at any time and in its sole discretion upon written notice to Mortgagor, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the definition of "Insurance Policies" set forth herein.

B. All Insurance Policies shall be in such form and amounts and written by such insurance companies as are reasonably satisfactory to Mortgagee. All Insurance Policies insuring against casualty, rent loss, and business interruption and other appropriate policies shall include New York (or equivalent, in other areas) long form non-contributing mortgage endorsements in favor of and with loss payable to Mortgagee, as its interest may appear as the holder of this Mortgage, as well as standard waiver of subrogation endorsements. Liability insurance shall be evidenced by a certificate of insurance issued to Mortgagee. Each Insurance Policy shall provide that the coverage shall not be terminated or materially modified without 30 days' advance written notice to Mortgagee and shall provide that no claims shall be paid

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thereunder without 10 days' advance written notice to Mortgagee. Mortgagor will deliver all Insurance Policies (or certified copies thereof), premiums prepaid, for a minimum term of one year, to Mortgagee and, in case of Insurance Policies about to expire, Mortgagor will deliver renewal or replacement policies not less than 30 days prior to the date of expiration thereof. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Mortgagor concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases may, if in conformity with the requirements of this Mortgage and if approved by Mortgagee, be presented to Mortgagee in satisfaction of Mortgagor's obligation to provide the insurance coverages provided by those Insurance Policies.

C. Mortgagor will give Mortgagee prompt notice of any loss or damage to the Premises, and:

1. In case of loss or damage covered by any of the Insurance Policies, Mortgagee (or, after entry of a judgment of foreclosure, the purchaser at the foreclosure sale or judgment creditor, as the case may be) is hereby authorized at its option either:

a. To settle and adjust any claim under such Insurance Policies jointly with Mortgagor in such parties' reasonable discretion, or

b. To allow Mortgagor to settle and adjust such claim without the consent of Mortgagee;

provided that in either case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured and shall be reimbursed to Mortgagee upon demand or may be deducted by Mortgagee from said insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by any Insurance Policy to Mortgagee alone, and not to Mortgagor and Mortgagee jointly.

2. Mortgagee shall, in the reasonable exercise of its discretion, either:

a. Apply the proceeds of Insurance Policies consequent upon any casualty to reimburse Mortgagor for the cost of restoring, repairing, replacing, or rebuilding the loss or damage of the casualty, subject to the conditions and in accordance with the provisions of Paragraph 7.D hereof, or

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b. If the Premises cannot be restored, repaired, or replaced and rebuilt subject to the conditions and in accordance with the provisions of Paragraph 7.D hereof, apply the proceeds of Insurance Policies to the Indebtedness Hereby Secured and if such proceeds as applied do not discharge that indebtedness in full, the entire Indebtedness Hereby Secured shall become immediately due and payable with interest thereon at the Default Rate specified in the Note.

3. Mortgagor hereby covenants to restore, repair, replace, or rebuild the Improvements and further covenants that the Improvements will, when restored, repaired, replaced, or rebuilt, be of at least equal value, and of substantially the same character or equal in value to as the Improvements prior to such loss or damage, all to be effected in accordance with plans, specifications and procedures to be first submitted to and approved by Mortgagee, and Mortgagor shall pay all costs of such restoring, repairing, replacing, or rebuilding.

D. Insurance proceeds held by Mortgagee for restoration, repairing, replacement, or rebuilding of the Premises shall be disbursed from time to time upon Mortgagee being furnished with:

1. Evidence satisfactory to it of the estimated cost of the restoration, repair, replacement, and rebuilding.

2. Funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient, in addition to the proceeds of insurance, to complete and fully pay for the restoration, repair, replacement, and rebuilding.

3. Such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey, and such other evidences of cost, payment, and performance as Mortgagee may require and approve.

No payment made prior to the final completion of the restoration, repair, replacement, and rebuilding shall exceed 90% of the value of the work performed from time to time, as such value shall be determined by Mortgagee in its sole and exclusive judgment. Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds, and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgagor to pay the cost of such repair, restoration, replacement, or rebuilding, shall be at least sufficient in the reasonable judgment of Mortgagee to pay the entire unpaid cost of the restoration, repair, replacement, or rebuilding, free and clear of all liens or claims for lien. Any

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surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement, or rebuilding shall, at the option of Mortgagee, be paid to Mortgagor or applied to other obligations of Mortgagor hereunder or in reduction of the Indebtedness Secured Hereby. No interest shall be earned thereon to be credited to Mortgagor on account of any proceeds of insurance or other funds held by Mortgagee.

8. Escrow for Taxes and Insurance Premiums.

A. In order to more fully assure the payment of Taxes and premiums payable with respect to all Insurance Policies ("Premiums") as and when the same shall become due and payable, Mortgagor shall deposit with Mortgagee funds to pay all Taxes and Premiums when due and payable as hereinafter provided:

1. Mortgagor shall deposit with Mortgagee, on the first business day of each and every month, an amount equal to 1/12th of the Taxes and, subject to Paragraph 8.B below, 1/12th of the Premiums to become due upon the Premises between one and thirteen months after the date of such deposit; provided, however, that in the case of the first such monthly deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxes and Premiums to become due and payable within thirteen months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums one month prior to the date when they are due and payable. The amounts of such deposits (herein generally called "Deposits") shall be based upon Mortgagee's reasonable estimate as to the amount of Taxes and Premiums. Mortgagor shall promptly upon the demand of Mortgagee make additional Deposits as Mortgagee may from time to time require due to:

a. Failure of Mortgagee to require, or failure of Mortgagor to make, Deposits in previous months.

b. Underestimation of the amounts of Taxes, Premiums, or both.

c. The particular due dates and amounts of Taxes, Premiums, or both.

d. Application of the Deposits pursuant to Paragraph 8.A.3 hereof.

Additionally, upon the execution hereof, Mortgagor shall deposit with Mortgagee, as a Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first

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monthly Deposit or within one month thereafter. All Deposits shall be held by Mortgagee without any allowance of interest thereon.

2. Subject to Paragraph 8.A.1 hereof, upon the presentation to Mortgagee by Mortgagor of the bills therefor, Mortgagee will pay the Taxes and Premiums using the Deposits therefor or will, upon the presentation of receipted bills therefor, reimburse Mortgagor for such payments made by Mortgagor. If the total Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand the amount necessary to make up the deficiency.

3. Upon the occurrence of an Event of Default hereunder Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, any remaining Deposits shall be paid to Mortgagor. All Deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Mortgagor.

4. Notwithstanding anything herein contained to the contrary, Mortgagee, or its successors and assigns, shall not be liable for any failure to apply the Deposits to Taxes and Premiums unless Mortgagor, while no Event of Default hereunder has occurred and is continuing, shall have requested Mortgagee in writing to make application of such Deposits on hand to the payment of the Taxes or Premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

5. The provisions of this Mortgage are for the benefit of Mortgagor and Mortgagee alone. No provision of this Mortgage shall be construed as creating in any party other than Mortgagor and Mortgagee any rights in and to the Deposits or any rights to have the Deposits applied to payment of Taxes and Premiums. Mortgagee shall have no obligation or duty to any third party to collect Deposits.

B. Notwithstanding anything contained herein to the contrary, provided that no Event of Default hereunder has occurred and is continuing, and provided that Mortgagor pays all Taxes and Premiums in a timely fashion and promptly provides Mortgagee with proof of payment thereof, no Deposits will be required pursuant to this Paragraph 8, but on the occurrence of an Event of Default hereunder Mortgagor shall deposit with Mortgagee sufficient funds

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to pay such Taxes and Premiums when due in accordance with the terms of this Paragraph 8.

9. Condemnation and Eminent Domain. Any and all proceeds of awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises by any governmental or other lawful authority for the taking, pursuant to condemnation or eminent domain proceedings (or settlement in lieu thereof), of all or any part of the Premises (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which Awards Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittance therefor. Any such Awards shall be subject to the reasonable approval of Mortgagor and Mortgagee. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further agrees to make, execute, and deliver to Mortgagee, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. If any portion of or interest in the Premises is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the reasonable judgment of Mortgagee, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Mortgagee, the entire Indebtedness Hereby Secured shall immediately become due and payable. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorney's fees, Mortgagee shall be entitled to apply the net proceeds toward repayment of such portion of the Indebtedness Hereby Secured as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises which, in the reasonable judgment of Mortgagee, leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided no Event of Default hereunder has occurred and is then continuing, the Award shall be applied to reimburse Mortgagor for the cost of restoration and rebuilding the Premises in accordance with plans, specifications, and procedures which must be submitted to and reasonably approved by Mortgagee, and such Award shall be disbursed in the same manner as is provided in Paragraph 7 hereof for the application of insurance proceeds, provided that any surplus after

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payment of such costs shall be applied on account of the Indebtedness Hereby Secured. If the Award is not applied for reimbursement of such restoration costs, then the Award shall be applied against the Indebtedness Hereby Secured, in such order or manner as provided in Note, and to the extent the same is not provided in the Note, then at Mortgagee's option.

10. Prepayment. Provided that no Event of Default hereunder has occurred and is then continuing, privilege is reserved by Mortgagor to prepay the Indebtedness Hereby Secured in accordance with and subject to the prepayment premiums and other terms and conditions set forth in the Note, but not otherwise. Anything contained herein to the contrary notwithstanding, in the event of a prepayment of the principal sums or a portion thereof due under the Note by reason of an acceleration of the maturity of the amounts due under the Note, the prepayment premiums provided in the Note shall be deemed to be applicable and shall be due and owing to Mortgagee and shall constitute so much additional Indebtedness Hereby Secured.

11. Mortgagee's Performance of Mortgagor's Obligations. Upon the occurrence of an Event of Default hereunder, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, rent, operate, and manage the Premises and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and usable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including reasonable attorney's fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing, and equipping or to rent, operate, and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and usable for their intended purpose, shall be so much additional Indebtedness Hereby Secured, whether or not the Indebtedness Hereby Secured, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due and payable on demand; and with interest thereon at the Default Rate specified in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default nor shall the provisions of this Paragraph 11 or any exercise by Mortgagee of its rights hereunder prevent any default from constituting an Event of Default hereunder. Mortgagee, in making any payment hereby authorized:

A. Relating to Taxes, may do so according to any bill, statement, or estimate, without inquiry into the validity of any

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tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

B. For the purchase, discharge, compromise, or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

C. In connection with the completion of construction, furnishing, or equipping of the Premises or the rental, operation, or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate.

Nothing contained herein shall be construed to require Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

12. Security Agreement.

A. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "UCC") with respect to:

1. Any and all Deposits or other sums or security at any time on deposit for the benefit of Mortgagee or held by Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage.

2. Any and all property of Mortgagor of any kind or description, tangible or intangible, now or hereafter delivered, transferred, in transit to, or kept in the possession, control, or custody of Mortgagee, or any agent or bailee of Mortgagee whether expressly as collateral security or for any other purpose, including without limitation all property left with Mortgagee in general or special accounts or for safekeeping or otherwise, and including further cash, certificates of deposit, documents of title, negotiable instruments, or any other property of Mortgagor now or hereafter in the possession, control, or custody of or assigned to Mortgagee.

3. Any personal property included in the granting clauses of this Mortgage, including without limitation the personal property described in Exhibit B attached hereto and made a part hereof which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" within the meaning of the UCC (all of which property is herein collectively referred to as the "Personal Property") and all replacements of the Personal Property, substitutions therefor, additions thereto, and proceeds thereof (the

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property described in Paragraphs 12.A.1, 12.A.2, and 12.A.3 hereof hereinafter collectively referred to as the "Collateral").

B. A security interest in and to the Collateral is hereby granted to Mortgagee, and the Collateral and all of Mortgagor's right, title, and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness Hereby Secured. All of the terms, provisions, conditions, and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

1. Mortgagor (such party being the Debtor as that term is used in the UCC) is and shall be the true and lawful owner of the Collateral, subject to no liens, charges, or encumbrances other than the lien hereof, other liens and encumbrances benefitting Mortgagee, liens expressly permitted hereunder, and the Permitted Exceptions.

2. The Collateral is and shall be used by Mortgagor solely for business purposes.

3. The Collateral shall be kept at the Real Estate and, except for Obsolete Collateral (as hereinafter defined), shall not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the UCC). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

4. Except as provided in Paragraph 12.B.1 hereof, no UCC financing statement is on file in any public office. Mortgagor shall at its own cost and expense, upon demand, furnish to Mortgagee such further information and shall execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and shall do all such acts and things as Mortgagee may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no other liens or encumbrances, other than liens or encumbrances described in Paragraph 12.B.1 hereof. Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

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5. Upon occurrence of an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the UCC including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the UCC); and Mortgagee shall be entitled to hold, maintain, preserve, and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the UCC. Mortgagee may:

- a. Render the Collateral unusable without removal.
- b. Dispose of the Collateral on the Premises.
- c. Require Mortgagor to make the Collateral available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties.

Mortgagee will give Mortgagor at least 20 days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least 20 days before the time of the sale or disposition. Mortgagee may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Premises, the Premises including the Collateral to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling, or the like, and the reasonable attorney's fees and reasonable legal expenses incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured in such order or manner as Mortgagee shall select. Mortgagee shall account to Mortgagor for any surplus realized on such disposition.

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6. The terms and provisions contained in this Paragraph 12 shall, unless the context otherwise requires, have the meanings and be construed as provided in the UCC.

7. This Mortgage is intended to be a financing statement within the purview of the UCC with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for record with the Recorder of Deeds of the County where the Premises is located. Mortgagor is the record owner of the Premises.

8. To the extent permitted by applicable law, the security interest created hereby is also specifically intended to cover and include all Leases between Mortgagor or agents of Mortgagor, as lessor, and various tenants named therein, as lessees, including, without limiting the generality of the foregoing, the present and continuing right, upon the occurrence of an Event of Default hereunder, to make claim for, collect, receive, and receipt for any and all of the rents, income, revenues, issues, and profits and moneys payable as damages or in lieu of the rent and moneys payable as the purchase price of the Premises or any part thereof or of awards or claims for money and other sums of money payable or receivable hereunder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any lessor respectively is or may become entitled to do under the Leases.

13. Restrictions on Transfer.

A. Mortgagor (and for purposes of this Paragraph 13 Mortgagor shall mean not only Mortgagor but also any successor in interest who or which pursuant to the terms hereof has acquired the Premises or the beneficial interest in any trust holding title thereto subject to this Mortgage) shall not create, effect, consent to, suffer, or permit any Prohibited Transfer (as herein defined).

B. Except as provided in Paragraph 13.C, a conveyance, sale (installment or otherwise), assignment, transfer, hypothecation, lien, pledge, mortgage, security interest, or other encumbrance or alienation of the Premises or any part thereof or any of Mortgagor's right, title, or interest therein (excepting only sales or other dispositions of Collateral no longer useful in connection with the operation of the Premises [herein called "Obsolete Collateral"]), provided that prior to the sale or other disposition thereof such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien

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hereof with the same priority as with respect to the Obsolete Collateral) which occurs or is granted, accomplished, attempted, or effectuated shall constitute a "Prohibited Transfer" without regard to whether any such conveyance, sale (installment or otherwise) assignment, transfer, lien, pledge, mortgage, security interest, encumbrance, or alienation is effected directly, indirectly, voluntarily, or involuntarily, by Mortgagor, by another, by operation of law, or otherwise.

C. The following shall not be Prohibited Transfers for purposes of this Paragraph 13:

1. Liens or encumbrances securing the Indebtedness Hereby Secured.

2. The lien of Taxes and assessments not yet due and payable.

3. Any lien expressly permitted under this Mortgage.

4. Any Lease entered into in the ordinary course of business which (i) does not contain an option to purchase or (ii) is for a portion of the Premises under 500 rentable square feet, and (iii) contains rentals of no less than those rentals set forth in the schedule of net operating income dated December 6, 1988, submitted by Mortgagor to Mortgagee.

14. Events of Default.

A. The occurrence of any one or more of the following events is an Event of Default hereunder:

1. The occurrence of an Event of Default under the Note.

2. The occurrence of an Event of Default under the Loan Agreement dated February 7, 1989 by and between Mortgagor, as borrower, and Mortgagee, as lender, and others, all of the terms and provisions of which are incorporated herein by this reference to the same extent as though fully set forth in this Mortgage.

3. Mortgagor fails to make, punctually when due, any payment required under this Mortgage.

4. Mortgagor fails to give Mortgagee timely notice of any event of which Mortgagor is required to give Mortgagee notice hereunder.

5. The occurrence of a Prohibited Transfer.

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6. Mortgagor commits an act of bankruptcy including, but not limited to, the following:

a. Mortgagor files a voluntary petition in bankruptcy or for arrangement, reorganization, or other relief under any chapter of the federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect or files an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay Mortgagor's debts as they mature.

b. Mortgagor fails to pay Mortgagor's debts generally as they mature.

c. Within 30 days after the filing against Mortgagor of any involuntary proceeding under the federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect such proceedings shall not have been dismissed.

d. All or a substantial part of the assets of Mortgagor are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant, or levy is vacated within 30 days.

e. Mortgagor shall be adjudicated a bankrupt or shall have an order for relief entered in respect of such party by any bankruptcy court.

f. Mortgagor makes an assignment for the benefit of creditors or admits in writing Mortgagor's inability to pay Mortgagor's debts generally as they become due or consents to the appointment of a custodian, receiver, or trustee or liquidator of all or the major part of Mortgagor's property or the Premises.

g. Any order appointing a custodian, receiver, trustee, or liquidator of Mortgagor or all or a major part of Mortgagor's property or the Premises is not vacated within 30 days following the entry thereof.

h. Final judgment or judgments for the payment of money aggregating in excess of \$50,000.00 is or are outstanding against Mortgagor and any of such judgments has been outstanding for more than 60 days without being discharged in full or stayed.

7. Any statement or information furnished by Mortgagor to Mortgagee pursuant hereto shall contain any material misstatements, or shall omit any material fact required to make such statement or information not misleading.

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8. Mortgagor fails to perform or observe any other act, agreement, obligation, duty, or condition which Mortgagor is required to perform or observe hereunder, which failure continues for 30 days after Mortgagee gives Mortgagor written notice thereof (or such lesser time if the act which Mortgagor is required to perform is of an exigent or emergency nature) or, if by its nature such act, agreement, obligation, duty, or condition cannot be fully and completely performed or observed within said 30 day period, Mortgagor fails to commence to perform or observe such other act, agreement, obligation, duty, or condition within said 30 day period and to pursue the same diligently and in good faith thereafter.

B. Upon occurrence of an Event of Default hereunder, Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable with interest thereon at the Default Rate (as defined in the Note), whether or not such Event of Default hereunder be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to do any one or more of the following, concurrently or in any order Mortgagor may elect:

1. Foreclose this Mortgage.
2. Exercise any right, power, or remedy provided by this Mortgage.
3. Exercise any right, power, or remedy provided by the Note.
4. Exercise any right, power, or remedy provided by law or in equity.

15. Foreclosure.

A. In any suit or proceeding or sale to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the

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nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note, or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate (as provided in the Note) until paid.

B. Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, 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 solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee or any employee or agent of Mortgagee may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues, and profits of the Premises during the pendency of such foreclosure suit and during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have 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 may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of:

1. The Indebtedness Hereby Secured or the indebtedness secured by a 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 the foreclosure sale.

2. The deficiency in case of a sale and deficiency.

C. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority:

1. First, on account of all costs and expenses incident to the foreclosure proceedings.

2. Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to

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that evidenced by the Note, with interest on such items as herein provided.

3. Third, to interest remaining unpaid under the Note.
4. Fourth, to the principal remaining unpaid under the Note.
5. Lastly, to Mortgagor and Mortgagor's successors or assigns as their rights may appear.

D. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court shall direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redeemer may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all Insurance Policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the Insurance Policies without credit or allowance to Mortgagor for prepaid premiums thereon.

16. Waiver of Right of Redemption and Other Rights To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption, or extension law or any so-called "moratorium law" now or at any time hereafter in force, nor claim, take, or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment, or order of any court of competent jurisdiction; or before or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property to be sold or so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor

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hereby expressly waives any and all rights of redemption whether exercisable or existing before or after sale under any order or decree of foreclosure of this Mortgage, on Mortgagor's own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through, or under Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons are and shall be deemed to be waived to the full extent permitted by law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay, or impede the exercise of any right, power, or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power, and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

17. Right of Possession. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, or in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, Mortgagor shall, forthwith upon demand of Mortgagee, 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, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Premises relating thereto, and may, on behalf of Mortgagor or such owner, or in its own name as Mortgagee and under the powers herein granted:

A. Hold, operate manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor.

B. Cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor to cancel the same.

C. Elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Mortgagee's prior written consent.

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D. Extend or modify any then existing Leases and make new Leases of all or any part of the Premises, 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 evidenced by the Note and 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, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness Hereby Secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser.

E. Make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises as may seem judicious to Mortgagee, to insure and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom.

F. Apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured in such order and manner as Mortgagee shall select.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

18. Rights Cumulative. Each right, power, and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be as exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. The exercise of one right, power, or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy; and no delay or omission of Mortgagee in the exercise of any right, power, or remedy accruing hereunder or arising otherwise shall impair any such right, power, or remedy, or be construed to be a waiver of any default or acquiescence therein. Except as otherwise specifically required herein, notice of the exercise of any right, power, or remedy granted to Mortgagee by this Mortgage is not required to be given.

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19. Successors and Assigns.

A. This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon Mortgagor and Mortgagor's successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and Mortgagee's successors and assigns. Wherever herein Mortgagee is referred to, such reference shall be deemed to include the holder or holders from time to time of the Note, whether so expressed or not; and each such holder from time to time of the Note shall have and enjoy all of the rights, privileges, powers, options, and benefits afforded hereby and hereunder and may enforce all and every of the terms and provisions hereof as fully and to the same extent and with the same effect as if such holder of the Note from time to time was herein by name specifically granted such rights, privileges, powers, options, and benefits and was herein by name designated Mortgagee.

B. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. If the ownership of Premises or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor without in any way releasing or discharging Mortgagor from its obligations hereunder. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer, or change of ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 13 hereof.

20. Effect of Extensions and Amendments. If the payment of the Indebtedness Hereby Secured, or any part thereof, shall be extended pursuant to the terms of the Note or otherwise or if said terms shall be varied, or if any part of the security therefor shall be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation, or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect, the right of recourse against all such persons being expressly reserved by Mortgagee notwithstanding any such extension, variation, or release. Any person, firm, or corporation taking a junior mortgage or other lien upon the Premises or any part thereof or any interest therein (it being understood and agreed that no such junior lien shall be created except as permitted under the terms of this Mortgage) shall take the said lien subject to the rights of Mortgagee to amend, modify, extend, or release the Note or this Mortgage, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

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21. Form of Leases.

A. Mortgagor shall obtain the prior approval of Mortgagee before entering into any new Lease or amending, altering, or extending any existing Lease.

B. Upon the occurrence of an Event of Default hereunder, the form of all Leases for all or any portion of the Premises are and shall be subject to the prior approval of Mortgagee, and Mortgagor shall not alter or amend the form of any such Lease in any material respect without the prior written consent of Mortgagee.

22. Execution of Separate Security Agreements, Financing Statements, Etc.; Estoppel Letter. Mortgagor will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements, and assurances as Mortgagee shall reasonably require for the better assuring, conveying, mortgaging, assigning, and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired. Without limitation of the foregoing, Mortgagor will assign to Mortgagee, upon request, as further security for the indebtedness secured hereby, its interests in all agreements, contracts, licenses, and permits affecting the Premises, such assignments to be made by instruments satisfactory to Mortgagee; provided, however, that no such assignment shall be construed as a consent by Mortgagee to any agreement, contract, license, or permit or to impose upon Mortgagee any obligations with respect thereto. From time to time, Mortgagor will furnish within 15 days after Mortgagee's request therefor a written and duly acknowledged statement of the amount due under the Note and under this Mortgage and whether any alleged offsets or defenses exist against the Indebtedness Hereby Secured.

23. Hazardous Materials Representations, Warranties, and Indemnifications.

A. Mortgagor hereby covenants with and warrants and represents to Mortgagee that neither Mortgagor nor, to the best knowledge of Mortgagor, any other person has ever caused or permitted any "Hazardous Material" (as hereinafter defined) to be placed, held, located, or disposed of on, under or at the Premises or any part thereof or into the atmosphere or any watercourse, body of water or wetlands, or any other real property adjacent to or in the vicinity of the Premises, and neither the Premises nor any part thereof, nor any other real property legally or beneficially owned (or any interest or estate in which is owned) by Mortgagor (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by

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Mortgagor) has ever been used (whether by Mortgagor or, to the best knowledge of Mortgagor, by any other person) as a site for treatment, storage, or disposal (whether permanent or temporary) of any Hazardous Material.

B. Mortgagor hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever (including, without limitation, court costs and reasonable attorneys' fees) which at any time or from time to time may be paid, incurred, or suffered by, or asserted against, Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Premises into and upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material as hereinafter defined (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under the Hazardous Materials Statutes as hereinafter defined); and the provisions of and undertakings and indemnification set out in this sentence shall survive the satisfaction and release of this Mortgage and the payment and satisfaction of the Indebtedness Hereby Secured and shall continue to be the personal liability obligation, and indemnification of Mortgagor binding upon Mortgagor forever. The provisions of the preceding sentence shall govern and control over any inconsistent provision of the Note and this Mortgage including, without limitation, any non-recourse provision contained herein or any of the foregoing agreements (provided that nothing contained herein shall be construed as creating any personal liability on the part of a land trustee holding title to the Premises). As used herein, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, the "Hazardous Materials Statutes"), or any other hazardous, toxic, or dangerous waste, substance, or material.

24. Subrogation. If any part of the Indebtedness Hereby Secured is used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

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25. Option to Subordinate. At the option of Mortgagee this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation), to any and all Leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, by the Recorder of Deeds of the County in which the Premises is situated, of a unilateral declaration to that effect.

26. Subordination to First Mortgage. Notwithstanding anything to the contrary herein provided:

A. This Mortgage and the lien created hereunder shall be and the same are hereby made and shall continue subject and subordinate to the lien created by, as well as to all of the terms, covenants and conditions contained in the Mortgage dated March 1, 1989 between American National Bank and Trust Company of Chicago, a national banking association, not personally but as Trustee under two Trust Agreements, each dated January 21, 1985 and respectively known as Trust Numbers 63352 and 63353 and Enterprise Savings Bank, F.A., a federally chartered savings and loan association (the "First Mortgage"), as well as to any and all increases therein (provided the increase is advanced or incurred under any of the express provisions of the First Mortgage or any extension, consolidation, modification or supplement thereto), extensions consolidations, modifications and supplements thereto. The modifications, consolidations and supplements herein referred to shall not be deemed to include any rights of the holder of the First Mortgage to advance additional indebtedness beyond those rights provided in the existing First Mortgage.

B. Mortgagee, its successors or assigns or any other legal holder hereof shall not acquire by subrogation, contract or otherwise any lien upon or other estate, right or interest in the Mortgaged Property (including but not limited to any which may arise in respect to real estate taxes, assessments or other governmental charges) which is or may be prior in right to the First Mortgage or any extension, consolidation, modification or supplement thereto unless within sixty (60) days following written notice of such intention from Mortgagee, its successors or assigns, the then holder of the First Mortgage shall fail or refuse to purchase or acquire by subrogation or otherwise such prior lien, estate, right or interest, or shall fail within such period to commence and thereafter proceed diligently to purchase or acquire same.

C. This Mortgage and the lien hereof shall be expressly subject and subordinate to any and all advances, in whatever amounts and whenever made, with interest thereon, and to any and all such advances, interest, expenses, charges and fee which may increase the indebtedness secured by the First Mortgage above the original principal amount thereof, provided the same is advanced or

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incurred under any of the express provisions of the First Mortgage or any extension, consolidation, modification or supplement thereto. The modifications, consolidations and supplements herein referred to shall not be deemed to include any modification, consolidation or supplement which expands the rights of the holder of the First Mortgage to advance additional indebtedness beyond those rights provided in the existing First Mortgage.

D. Mortgagee, its successors or assigns and any other legal holder of this Mortgage agree to assign and release unto the legal holder of the First Mortgage:

1. All of its rights, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the Mortgaged Property for application upon the indebtedness secured by or other disposition thereof in accordance with the provisions of the First Mortgage; and

2. All of its rights, title and interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the Mortgaged Property to be applied upon the indebtedness secured by or disposed of in accordance with the provisions of the First Mortgage.

In the event that following any such application and disposition of the insurance proceeds and condemnation award and other condemnation award and other compensation, any balance remains, then such excess shall be made payable to the order of Mortgagee or its successors or assigns.

E. If the legal holder of First Mortgage shall at any time release to Mortgagor any such insurance proceeds or condemnation award for the purpose of restoration of the Mortgaged Property, such releases shall not be deemed to be an additional advance under the First Mortgage nor shall it otherwise be deemed to be in violation of any restriction of this Mortgage upon the amount permitted to be secured by the First Mortgage and to which this Mortgage is subordinate.

F. This Mortgage and the lien hereof shall be and the same are hereby made and shall continue subject and subordinate to any and all leases upon all or any part of the Mortgaged Property as to which the First Mortgage is now or hereafter becomes subordinate.

G. So long as the First Mortgage shall remain upon the Mortgaged Property or any part thereof, Mortgagee, its successors or assigns or any other legal holder hereof shall execute, acknowledge and deliver, upon demand, at any time or times, any and all further subordinations or other instruments in recordable form reasonably sufficient for that purpose or that the holder of the First Mortgage may hereafter reasonably require for carrying out the true purpose and intent of the foregoing covenants.

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27. Representations, Warranties, and Indemnifications.

A. Mortgagor hereby represents, warrants, covenants, and agrees that the proceeds of the Note will be used for business purposes and that the principal obligation secured hereby constitutes a "business loan" within the meaning of Ch. 17, Illinois Revised Statutes, Section 6404, and is a non-usurious business loan under the laws of the State of Illinois.

B. Mortgagor hereby represents and warrants that this Mortgage has been duly executed by or on behalf of Mortgagor, that the person executing this Mortgage on behalf of Mortgagor has all requisite power and authority to do so, and that this Mortgage is valid, binding on, and enforceable against Mortgagor according to its terms, except to the extent that the same may be modified by bankruptcy or insolvency laws or other laws affecting the rights of creditors generally.

C. Mortgagor indemnifies Mortgagee against and agrees to hold Mortgagee harmless from any and all manner of suits, actions, claims, causes, and causes of action, judgments, fines, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, executions, claims, and demands whatsoever, in law or in equity, including without limiting the generality of the foregoing attorney's fees which Mortgagee may suffer or to which Mortgagee may be exposed as a result of the falsity or inaccuracy of any representation or warranty made or the breach or non-performance of any covenant or undertaking to be performed by Mortgagor in this Mortgage.

28. Right of Access and Inspection. Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records, and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within 10 days after demand therefor by Mortgagee, permit Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at Mortgagor's offices or at such other location as may be mutually agreed upon. Mortgagee shall be entitled to its reasonable expenses incident to the inspection of the Premises. Mortgagee, in its reasonable discretion, will determine the necessity for and the number of inspections required and Mortgagee shall determine, at its reasonable discretion, each inspector used incident to an inspection.

29. Notices. All notices shall be addressed to the following addresses:

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If to Mortgagee: Home Federal Bank for Savings
Attn: Frank Nestor
200 East Randolph Drive
Suite 6833
Chicago, Illinois 60601

With a copy to: Allan Goldberg
Gottlieb and Schwartz
200 East Randolph Drive
Suite 6900
Chicago, Illinois 60601

If to Mortgagor: Paul Gussin
Gussin Enterprises, Inc.
7200 Wisconsin Avenue
Suite 701
Bethesda, Maryland 20814

Donald G. Levine
Elles Corporation
320 E. McDowell
Suite 100
Phoenix, Arizona 85004

With a copy to: Jerry S. Sopher
913 South Charles Street
Baltimore Maryland 21230

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice. Except as otherwise specifically required herein, notice of the exercise of any right, power, or option granted to Mortgagee by this Mortgage is not required to be given.

30. Trustee Exculpation.

A. This instrument is executed by American National Bank and Trust Company of Chicago not personally but solely as trustee under a trust agreement dated January 21, 1985 and known as Trust No. 63352. All of the covenants and conditions to be performed hereunder by said trustee are to be performed by it solely as trustee as aforesaid and not individually and no personal responsibility or liability shall be asserted or be enforceable against said trustee by reason of any of the covenants, statements, representations, or warranties contained in this instrument.

B. This instrument is executed by American National Bank and Trust Company of Chicago not personally but solely as trustee under a trust agreement dated January 21, 1985 and known as Trust No. 63353. All of the covenants and conditions to be performed hereunder by said trustee are to be performed by it solely as

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trustee as aforesaid and not individually and no personal responsibility or liability shall be asserted or be enforceable against said trustee by reason of any of the covenants, statements, representations, or warranties contained in this instrument.

31. Exhibits. The following are the exhibits to this Mortgage:

- A. Real Estate
- B. Personal Property

32. Miscellaneous.

A. This Mortgage shall be construed and enforced according to the laws of the State of Illinois.

B. Time is of the essence of the Note and this Mortgage.

C. The captions and headings are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall be freely interchangeable.

D. Nothing contained herein or in the Note shall be deemed to create a joint venture or partnership relationship between Mortgagor and Mortgagee; it being understood that solely the relationships of lender and borrower and mortgagor and mortgagee, as the case may be, shall be created in connection herewith.

E. If this Mortgage is signed by more than one entity, the liability of such Mortgagor shall be joint and several in all respects.

F. Anything contained herein to the contrary notwithstanding, it is expressly understood and agreed that Mortgagee's inspection and approval of the documentation pertaining to this Mortgage and any inspection of the Premises made by Mortgagee shall be solely for Mortgagee's benefit, and Mortgagee shall have no liability to Mortgagor or any other person or entity by reason thereof.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed, sealed, and delivered on or as of the day and year first above written.

American National Bank and Trust
Company of Chicago, not individually
but solely as trustee under a trust
agreement dated January 21, 1985
and known as Trust No. 63352

By: [Signature]
Name: J. M. Whelan
Title: [Signature]

By: [Signature]
Name: Claire Rosati Foley
Title: TRUST OFFICER

American National Bank and Trust
Company of Chicago, not individually
but solely as trustee under a trust
agreement dated January 21, 1985
and known as Trust No. 63353

By: [Signature]
Name: J. M. Whelan
Title: [Signature]

By: [Signature]
Name: Claire Rosati Foley
Title: TRUST OFFICER

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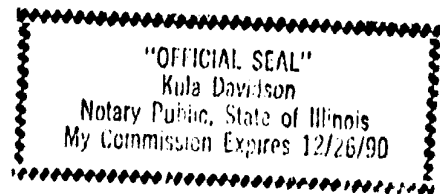
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Acknowledgment

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that J. MICHAEL WHEELAN and ... the ... President and ... Secretary, respectively, of American National Bank and Trust Company of Chicago, a ... corporation, as trustee under a trust agreement dated January 21, 1985 and known as Trust No. 63352, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such ... President and ... Secretary, they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this MAR 10 1989 day of March, 1989.

[Signature]
Notary Public
My commission expires: _____



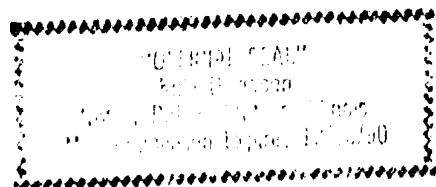
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Acknowledgment

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ... and Claire Rosati ... the ... President and ... Secretary, respectively, of American National Bank and Trust Company of Chicago, a ... corporation, as trustee under a trust agreement dated January 21, 1985 and known as Trust No. 63353, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such ... President and ... Secretary, they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this MAR 10 1989 day of March, 1989.

[Signature]
Notary Public
My commission expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO OF THE SOUTHWEST
1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 17-10-309-003.
Street Address: 139-41 North Wabash Avenue
Chicago, Illinois

PARCEL 2:

THE EAST 1/2 OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO,
IN FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. *of the SW 1/4*

Permanent Index Number: 17-10-309-010. 17-10-309-011
Street Address: 59 East Randolph Street
Chicago, Illinois

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DESCRIPTION OF PERSONAL PROPERTY

1. Fixtures, Equipment, and Machinery. All fixtures (including trade fixtures), machinery, construction materials, heating, lighting, laundry, incinerating, gas, electric, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, communications, air cooling, and air conditioning apparatus and systems, elevators and escalators and related machinery and equipment, shades, awnings, blinds, curtains, drapes, attached floor coverings (including rugs and carpeting), television, radio, and music cable, antennae and systems, screens, storm doors and windows, stoves, refrigerators, dishwashers, and other installed appliances, attached cabinets, partitions, ducts, and compressors, trees, plants, and other items of landscaping, supplies, machinery, equipment (including office equipment and supplies), motor vehicles, trailers, automotive equipment, furnishings, and apparatus, communication systems, visual and electronic surveillance systems, beds, dressers, cabinets, tables, chairs, mirrors, desks, wall coverings, clocks, radios, and intercoms, kitchen and restaurant equipment (including menus, dishes, silverware, cooking utensils, tables, refrigerating units, stoves, microwave equipment, ovens, and timers) and all other articles of personal property which are now or hereafter affixed to, placed upon, or used in connection with real property, and any and all additions to, substitutions for, accessories to, or attachments to any of the foregoing (collectively, "Fixtures, Equipment, and Machinery").
2. Inventory. Any and all now owned or hereafter acquired work-in-process, finished products intended for sale, and other inventory (including all supplies, parts, fuels, and materials or property used or consumed in Debtor's business and all goods, wares, and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service) in the custody or possession, actual or constructive, of Debtor including such inventory as is temporarily out of the custody or possession of Debtor, proceeds from insurance on any of the foregoing, and any other proceeds resulting from the sale or disposition of any of the foregoing (collectively, "Inventory").
3. Receivables. All present and future accounts, accounts receivable, notes, drafts, acceptances, and other instruments representing or evidencing a right to payment for goods sold or services rendered including all rights, title, and interest of Debtor in the goods which have given rise thereto and any right of stoppage in transit and all liens, guarantees, security, rights, remedies, and privileges pertaining to, and all proceeds

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of, any of the foregoing, whether the same are now owned or hereafter acquired or arising (collectively, "Receivables").

4. Intangibles. All patents and patent applications, copyrights, trademarks, trade names, service marks, manufacturing procedures, know-how, product formulations and specifications, quality control procedures, and other trade secrets, franchises, royalties, and licenses, customer lists, rights to indemnification, contribution, or subrogation, computer tapes, programs, and software, and general intangibles of every kind or nature (collectively, "Intangibles").

5. Instruments and Chattel Paper. All securities, notes, instruments, chattel paper, documents, and documents of title (collectively, "Instruments and Chattel Paper").

6. Deposits. All instruments, documents, securities, cash, property, deposit accounts, rebate accounts, and other property owned by Debtor or in which Debtor has an interest at any time in the possession, custody, or control of the Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of the Secured Party, without regard to whether the Secured Party received the same in pledge for safekeeping, as agent for collection or transmission or otherwise or whether the Secured Party had conditionally released the same, and all cash or non-cash proceeds of any of the foregoing, including insurance proceeds (collectively, "Deposits").

7. Proceeds. All instruments, documents, securities, cash, property, and other proceeds of any of the foregoing (collectively, "Proceeds").

8. Information. All ledger sheets, files, records, documents, and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software evidencing an interest in or relating to the above.

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