

MORTGAGE AND SECURITY AGREEMENT

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THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter called the "Mortgage"), made this 30th day of March, 1989, between Chicago Title and Trust Company, a corporation of Illinois, not individually or personally but solely as Trustee under Trust Agreement dated February 22, 1989 and known as Trust No. 1092790, having its principal office and place of business at 111 West Washington Street, Chicago, Illinois 60602 (hereinafter called "Borrower"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, having its principal office and place of business at One Madison Avenue, New York, New York 10010 (hereinafter called "Lender").

W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Lender in the principal sum of Nine Million Three Hundred Thousand Dollars (\$9,300,000.00) as evidenced by a certain promissory note of even date herewith, the final payment of which is due on the first day of March, 1994, executed by Borrower and delivered to Lender (which note, together with all notes issued in substitution or exchange therefor, as any of the foregoing may be amended, extended, modified or supplemented from time to time hereafter, is hereinafter called the "Note"); and

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

NOW, THEREFORE, to secure the performance and observance by Borrower of all the terms, covenants and conditions in the Note and in this Mortgage contained, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to Borrower duly paid by Lender on or before the delivery of this Mortgage, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Borrower has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, warrant and confirm unto Lender and its successors and assigns, forever, all of the following described property (such property is hereinafter sometimes called the "Mortgaged Property"), to-wit:

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

(B) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and (i) all furnishings, furniture, fixtures, machinery, equipment, appliances, systems, building materials, vehicles and personal property of every kind and nature whatsoever (including, without

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limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, signs, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air-conditioning apparatus and systems, refrigerating plant, refrigerators, computers and all hardware and software therefor, cooking apparatus and appurtenances, lawn care, window washing, and snow removal equipment, window screens, awnings, and storm sashes), which are or shall be attached to said buildings, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouse or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, (ii) all warehouse receipts or other documents of title relating to any of the foregoing and (iii) all permits, licenses and franchises, and all contract rights and other intangibles now or hereafter owned by Borrower and relating to the ownership, use, operation or enjoyment of the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with the benefit of any deposits or payments now or hereafter made by Borrower or on its behalf in connection with any of the foregoing, but specifically excluding all personal property now or hereafter owned or leased by any tenant leasing any portion of the Land or the buildings, structures or improvements located thereon; and

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

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

WITHOUT limitation of the foregoing, Borrower hereby further grants unto Lender, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which property includes, without limitation, goods which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness secured hereby, and (b) performance of each and every of the covenants, conditions and agreements contained in this

Mortgage, in the Note, and in any other agreement, document or instrument to which reference is expressly made in this Mortgage or which secures the Note.

It is expressly understood and agreed that the indebtedness secured hereby will in no event exceed three hundred percent (300%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face amount.

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

AND Borrower covenants and agrees with Lender that:

ARTICLE I

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

1.02 Representation of Title. At the time of the delivery of these presents, Borrower is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Property which constitutes real property and owns good title to the portion of the Mortgaged Property which constitutes personal property, subject only to the matters set forth in Schedule B attached hereto and made a part hereof, and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same, in the manner and form aforesaid; that, except as set forth in Schedule B hereto, the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, including, as to the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature; and that Borrower shall and will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

1.03 Tax and Insurance Deposits. Borrower will pay to Lender on the first day of each month, together with and in addition to the regular installment of principal and interest, until all indebtedness secured hereby is fully paid, an amount equal to one-twelfth (1/12) of the yearly (i) taxes, assessments and other similar charges as estimated by Lender to be sufficient to enable Lender to pay at least thirty (30) days before they become due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof, and (ii) premiums for

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insurance required by Paragraph 1.06 hereof as estimated by Lender to be sufficient to enable Lender to pay at least thirty (30) days before they become due all such premiums for insurance. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender or its designee, and no interest shall be payable in respect thereof. Payment by Lender for such purposes may be made by Lender at its discretion even though subsequent owners of the Mortgaged Property may benefit thereby. In refunding (at its election) any of the amounts held by Lender pursuant to this Paragraph 1.03, Lender may deal with whomever is represented to be the owner of the Mortgaged Property at such time. Upon demand of Lender, Borrower agrees to deliver to Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Lender to pay such taxes, assessments and other similar charges and insurance premiums. Lender may apply to the reduction of the sums secured hereby, in such manner as Lender shall determine, any amount held by Lender hereunder.

1.04 Taxes, Liens and Other Charges.

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

(b) Borrower will not suffer any construction, mechanic's, laborer's, materialmen's, manager's, statutory or other lien or any security interest or encumbrance to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely Lender, all sums secured by this Mortgage and all interest accrued thereon shall, without notice, become due and payable forthwith at the option of Lender.

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

1.05 No Tax Credits. Borrower will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sums secured hereby for so much of the taxes, assessments or similar

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charges assessed against the Mortgaged Property or any part thereof as are applicable to the indebtedness secured hereby or to Lender's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note or this Mortgage.

1.06 Insurance. Borrower will procure and maintain for the benefit of Lender during the term of this Mortgage, a policy or policies (i) insuring the Mortgaged Property against fire, lightning, extended coverage, vandalism and malicious mischief and such other insurable perils as Lender may require, (ii) public liability insurance in an amount acceptable to Lender, (iii) rent insurance in an amount not less than one (1) year's gross rent derived from the Mortgaged Property and, if required by Lender, business interruption insurance in an amount acceptable to Lender, (iv) boiler and machinery insurance in an amount not less than One Million Dollars (\$1,000,000.00) or such greater amount as Lender may from time to time reasonably require covering physical damage to boilers, pressure vessels, pressure piping and other major components of any centralized heating, air-conditioning and cooling system, or such additional equipment as Lender reasonably may require at any time (such insurance will also include physical damage to the Mortgaged Property), and (v) affording such other or additional coverage as from time to time may be requested by Lender. Borrower shall pay for all premiums on such policies and, if the amounts have been deposited with Lender for the payment thereof pursuant to Paragraph 1.03, Borrower shall furnish to Lender premium notices at least thirty (30) days before the same are due. The companies issuing such policies, and the amounts, forms, expiration dates and substance of such policies, shall be acceptable to Lender and shall contain, in favor of Lender, the New York Standard Non-Contributory Mortgagee Clause, or its equivalent, and a Lender's Loss Payable Endorsement, in form satisfactory to Lender, and a Replacement Cost Endorsement, in form satisfactory to Lender. At least fifteen (15) days prior to the expiration date of each such policy, a renewal thereof satisfactory to Lender shall be delivered to Lender. Borrower shall deliver to Lender receipts evidencing the payment for all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment as further security for the indebtedness secured hereby of all unearned premiums. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the indebtedness secured hereby, all right, title and interest of Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

Lender is hereby authorized and empowered, at its option, to make or file proofs of loss or damage and to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender instead of to Borrower. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Lender may apply the net proceeds or any part thereof, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it, whether then matured or to mature in the future, or at the option of Lender, such sums either wholly or in part may be paid over to

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Borrower, on such terms and conditions as Lender in its discretion may specify, to be used to repair the buildings, structures or improvements, or to build new ones in their place, or for any other purpose or object satisfactory to Lender, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure or for any use by Borrower of such proceeds as Lender may pay over to Borrower.

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

1.08 Care of the Property.

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

(b) Except as otherwise provided herein, no buildings, structures, improvements, fixtures, personal property or other part of the Mortgaged Property shall be removed, added to, demolished or altered structurally to any extent or altered non-structurally in any material respect without the prior written consent of Lender. Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurtenances subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof One Thousand Dollars (\$1,000.00) for

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any single transaction, or a total of Ten Thousand Dollars (\$10,000.00) in any one year, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurtenances not necessarily of the same character, but of at least equal value to Borrower and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien and security interest of this Mortgage.

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

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

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

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Borrower will promptly restore the Mortgaged Property to the equivalent of its condition on the date hereof, regardless of whether or not there shall be any insurance proceeds therefor and whether or not the same are made available by Lender for such purpose. If a part of the Mortgaged Property shall be physically damaged through condemnation, Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to Lender.

(g) If any work under this Paragraph 1.08 shall involve either any structural changes or additions or an estimated expenditure of more than Ten Thousand Dollars (\$10,000.00), (i) no such work shall be undertaken until plans and specifications therefor, prepared by an architect satisfactory to Lender, have been submitted to and approved by Lender, and (ii) Borrower shall comply with all requirements which may be imposed by Lender, which requirements may (without limitation) include the furnishing of additional title insurance against liens, architectural inspections and the furnishing of security that Borrower will complete all such work.

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

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security interest of this Mortgage as a first and prior lien and security interest upon all of the Mortgaged Property, whether now owned or hereafter acquired by Borrower. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do. The lien and security interest hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

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

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

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

1.14 Subrogation. Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

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

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

1.17 Use of Proceeds.

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

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

1.18 Prohibition of Transfer. Borrower will not, without the prior written consent of Lender, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of its interest in the Mortgaged Property. If Borrower is a trust, Beneficiary (hereinafter defined) shall not, without the prior

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written consent of Lender, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of the beneficial interest in the trust that is Borrower. If Borrower or any Beneficiary is a partnership or a corporation, no general partnership interest or stock interest in Borrower or such Beneficiary shall be sold, assigned, or transferred without the prior written consent of Lender. Any such sale, assignment or transfer made without Lender's prior written consent shall be null and void and of no force and effect, but the attempt at making thereof shall, at the option of Lender, constitute an Event of Default under this Mortgage. If Borrower is a trust, the term "Beneficiary" as used in this Mortgage, shall mean each person or entity that possesses a beneficial interest in such trust.

1.19 Prohibition of Further Encumbrance. Borrower will not, without the prior written consent of Lender, further mortgage, grant a deed of trust, pledge or otherwise encumber, whether by operation of law or otherwise, all or any of its interest in the Mortgaged Property. If Borrower is a trust, no Beneficiary shall, without the prior written consent of Lender, mortgage, pledge, create a security interest in or otherwise encumber all or any portion of its beneficial interest in the trust that is Borrower. Any such encumbrance made without Lender's prior written consent shall be null and void and of no force and effect, but the attempt at making thereof shall, at the option of Lender, constitute an Event of Default under this Mortgage.

1.20 Environmental Matters. Borrower hereby represents and covenants to Lender that:

(a) Definitions. For purposes of this Mortgage, "Hazardous Material" means: (i) "hazardous substances" or "toxic substances", as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq.; the Illinois Environmental Protection Act ("Illinois Environmental Act"), Ill. Rev. Stat. Ch. 111-1/2, §1001 et seq.; or the Hazardous Materials Transportation Act, 49 U.S.C. §1802; (ii) "hazardous wastes", as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et seq.; and (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended. Hazardous Material shall also include (iv) crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended; (vi) asbestos in any form or condition; and (vii) polychlorinated biphenyls ("PCBs") or substances or compounds containing PCBs.

(b) Compliance. The Mortgaged Property (including underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, are currently in compliance and will remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and

ordinances identified in subparagraph (a) above, all as amended and modified from time to time (collectively, "Environmental Laws"). All required governmental permits are and will remain in effect, and Borrower shall comply therewith.

(c) Absence of Hazardous Material. No generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material has occurred on or from the Mortgaged Property. There are and will be: (i) no Hazardous Material on, in, or under the Mortgaged Property (including the underlying groundwater); (ii) no environmental, health or safety hazards that pertain to any of the Mortgaged Property or the business or operations conducted thereon; and (iii) no underground storage tanks present on or under the Mortgaged Property. Borrower will satisfy all requirements of the Illinois Environmental Act and all other applicable Environmental Laws for the maintenance and removal of underground storage tanks. No Hazardous Material shall be introduced to or handled on the Mortgaged Property without sixty (60) days prior written notice to Lender. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

(d) Governmental Actions. There are no pending or threatened: (i) actions or proceedings from any governmental agency or any other entity regarding the condition or use of the Mortgaged Property, or regarding the disposal of Hazardous Material from the Mortgaged Property, or regarding any Environmental Laws with respect to the Mortgaged Property; or (ii) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of the Mortgaged Property, or the priority of the lien of this Mortgage or of any of the other documents securing the indebtedness secured hereby. Borrower shall immediately notify Lender of and upon receipt thereof provide Lender with copies of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Mortgaged Property or compliance with Environmental Laws. Borrower shall promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Lender. Borrower shall keep the Mortgaged Property free of any lien imposed pursuant to any Environmental Law.

(e) Audit. Lender shall have the right at any time to conduct an environmental audit of the Mortgaged Property, and Borrower shall cooperate in the conduct of such an audit and pay the costs thereof immediately upon demand.

(f) Default. If Borrower fails to comply with any of the foregoing, Lender may either (i) declare a default under this Mortgage, or (ii) cause the removal of any Hazardous Material from the Mortgaged Property, or both. The costs of Hazardous Material removal shall be added to the indebtedness secured hereby, whether or not such costs exceed the principal amount of the Note and whether or not a court has ordered the cleanup, but in no event to exceed the three hundred percent (300%) limit specified on Page 3 hereof, and shall become due and payable, without notice, and with interest thereon at the Default Rate specified in the Note. After the occurrence of a default or an Event of Default, Borrower shall give Lender, its agents and employees access to the Mortgaged Property to remove any Hazardous Material. Lender, however, has no affirmative obligation to remove any Hazardous Material, and

this Mortgage and any other documents securing the indebtedness secured hereby shall not be construed as creating any such obligation.

(g) Investigation. Borrower's representations and covenants in this Paragraph 1.20 are based on Borrower's investigations of the Mortgaged Property (including the groundwater), and Lender is entitled to rely thereon despite any independent investigations by Lender or its consultants.

(h) Indemnification. Borrower agrees to protect, defend (with counsel reasonably acceptable to Lender and at Borrower's sole cost), indemnify and hold Lender and Lender's affiliates, shareholders, directors, officers, employees, and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), expenses of any kind or nature whatsoever (including attorneys' and experts' fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Lender or any of them in connection with or arising from or out of:

(1) Any Hazardous Material on, in, under or affecting all or any portion of the Mortgaged Property, the groundwater, or any surrounding areas;

(2) Any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Paragraph 1.20;

(3) Any violation or claim of violation by Borrower of any Environmental Law; or

(4) The imposition of any Lien for the recovery of any costs for the cleanup, release or threatened release of Hazardous Material.

The foregoing indemnification shall survive repayment of the Note or any transfer of the Mortgaged Property, by foreclosure or by a deed in lieu of foreclosure. Borrower, its successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Lender under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Lender is strictly liable under any such law, regulation, ordinance or requirement, Borrower's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Borrower with respect to the violation or condition which results in liability to Lender.

ARTICLE II

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

(a) Failure by Borrower to pay when due any installment of principal or interest under the Note or this Mortgage or to make when due any deposits required by Paragraph 1.03; or

(b) Failure by Borrower to duly observe or perform any other term, covenant, condition or agreement of this Mortgage and such failure continues for thirty (30) days after written notice thereof to Borrower, provided that with regard to any default which cannot reasonably be cured within said thirty (30) days and which, in Lender's sole judgment, does not jeopardize Lender's security interest herein granted, Borrower shall not be in default hereunder if Borrower shall promptly commence to cure such default within said thirty (30) day period and shall thereafter proceed to do so with all reasonable diligence; or

(c) Failure by Borrower or any Beneficiary to duly observe or perform any term, covenant, condition or agreement in any assignment of lease, assignment of rents or any other agreement given or made as additional security for the performance of the Note or this Mortgage and such failure continues for thirty (30) days after written notice thereof to Borrower, provided that with regard to any default which cannot reasonably be cured within said thirty (30) days and which, in Lender's sole judgment, does not jeopardize Lender's security interest herein granted, Borrower shall not be in default hereunder if Borrower shall promptly commence to cure such default within said thirty (30) day period and shall thereafter proceed to do so with all reasonable diligence; or

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

(e) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against Borrower or any Beneficiary or any such partner or any such guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Borrower or of any Beneficiary or of any such partner or of any such guarantor or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof without its consent or

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

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

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

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

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

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

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

(d) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time, (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all of the rights and powers of Borrower and Beneficiary to the same extent as Borrower or Beneficiary could in their own names or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Lender, all as Lender from time to time may determine to be to its best advantage. Lender may collect and receive all of the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the

Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other similar charges as Lender may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the compensation, expenses and disbursements of the attorneys and agents of Lender, shall apply the remainder of the monies and proceeds so received by Lender, first to payment of accrued interest, second to the payment of deposits required in Paragraph 1.03, and third to the payment of principal.

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

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

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

2.06 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Mortgage or any other rights, (b) to foreclose

this Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as Lender may determine, and (c) to pursue any other remedy available to it, all as Lender shall deem most effectual for such purposes. Lender may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine. Lender may elect to pursue any one or more of the foregoing.

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

2.08 Fees and Expenses; Application of Proceeds of Sale. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of Lender or holders of the Note for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication cost and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (Torrens certificates), and similar data and assurances with respect to title as Lender or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose. The amount of any such costs or expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale. In the event of a foreclosure sale of the Mortgaged Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees, then to insurance premiums, liens, assessments, taxes and charges, including utility charges, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and finally the remainder, if any, shall be paid to Borrower.

2.09 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Borrower agrees to the full extent permitted by law, that if an Event of Default occurs hereunder, neither Borrower nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Borrower, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the homestead exemption laws of the State of Illinois) and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof. If Borrower is a trustee, Borrower represents that it is duly authorized and empowered by the trust instruments and by all

persons having the power of direction over it as such trustee to execute this Mortgage, including the foregoing agreements, waivers and releases.

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

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

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

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

If Lender (a) grants forbearance or any extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment of any sums secured hereby; (c) waives or does not exercise any right granted herein or in the Note or in any other document or instrument securing the Note; (d) releases with or without consideration any of the Mortgaged Property from the lien of this Mortgage or any other security for the payment of the indebtedness secured hereby; (e) changes any of the terms, covenants, conditions or agreements of the Note or this Mortgage or in any other document or instrument securing the Note; (f) consents to the filing of any map, plat or replat or condominium declaration affecting the Mortgaged Property; (g) consents to the granting of any easement or other right affecting

the Mortgaged Property; or (h) makes or consents to any agreement subordinating the lien hereof; any such act or omission shall not release, discharge, modify, change or affect (except to the extent of the changes referred to in clause (e) above) the original liability under the Note, this Mortgage or any other obligation of Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender, shall the lien of this Mortgage or the priority thereof be altered thereby whether or not there are junior lienors and whether or not they consent to any of the foregoing. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, Lender, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings. The foregoing shall not limit the prohibition against such sale or transfer as set forth in Paragraph 1.18 hereof.

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

ARTICLE III

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

3.02 Lender May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower, its creditors or its property, Lender, to the extent permitted by

law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lender allowed in such proceedings for the entire amount due and payable by Borrower under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Borrower hereunder after such date.

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

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

Chicago Title and Trust Company,
as Trustee Under Trust No. 1092790
111 West Washington Street
Chicago, Illinois 60602

with a copy to:

Mr. David S. Israel
c/o Learsy & Co., Inc.
8930 Waukegan Road
Morton Grove, Illinois 60053

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

Metropolitan Life Insurance Company
2021 Spring Road
Suite 300
Oak Brook, Illinois 60521-1813
Attention: Vice President - Real Estate Investments

with a copy to:

Metropolitan Life Insurance Company
One Lincoln Centre
Suite 800
Oakbrook Terrace, Illinois 60181
Attention: Regional Manager - Real Estate Investments

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

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

3.06 Severability. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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

3.08 Security Agreement. This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. Lender shall have all the rights with respect to such fixtures and personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Lender by this Mortgage or any other agreement.

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

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

3.11 Exculpatory Clause. This Mortgage is executed by Borrower, not individually or personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument) and it is expressly understood and agreed by Lender and by every person now or hereafter claiming any right or security hereunder that nothing herein contained or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee in its individual capacity personally to pay the Note or any interest that may accrue thereon, to pay any indebtedness accruing hereunder, to warrant and defend the title to the Mortgaged Property against the claims of any persons or to perform any

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covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any guarantor of the Note or any other person or entity executing the Note or this Mortgage.

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

3.13 Joint and Several. If Borrower consists of more than one person or entity, the liability of each hereunder shall be joint and several.

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

IN WITNESS WHEREOF, Chicago Title and Trust Company, a corporation of Illinois, not individually or personally but solely as Trustee as aforesaid, has caused these presents to be signed by its ASST. VICE President, and its corporate seal to be hereunto affixed and attested by its ASST Secretary on the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY,
not individually or personally
but solely as Trustee as
aforesaid

By: Susan Becker
Its: ASST. VICE PRESIDENT SUSAN BECKER

(SEAL)

ATTEST:

By: Gabrielle Glass
Its: ASST. SECRETARY GABRIELLE GLASS

[Note: Please print or type names and titles below signatures.]

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REAR VIEW

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SCHEDULE "A"

PARCEL 1:

The North 1 acre of the West 2 acres of the South 1/2 of the South East 1/4 of the South West 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 2:

The West 16 feet of the South 1 acre of the West 2 acres (except the South 50 feet of the West 16 feet) of the South 1/2 of the South East 1/4 of the South West 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 3:

The West 4 acres (except therefrom the following: the North 1 acre of the West 2 acres thereof; the West 16 feet of the South 1 acre of the West 2 acres thereof; and the South 50 feet thereof) of the South 1/2 of the South East 1/4 of the South West 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 4:

Easement for the benefit of Parcels 1, 2 and 3 as created by Non-Exclusive Easement Agreement with the Village of Northbrook, LaSalle National Bank, as Trustee under Trust Agreement dated February 16, 1978 and known as Trust Number 10-33602-09, and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 8, 1983 and known as Trust Number 60300, dated July 9, 1984 and recorded July 13, 1984 as Document 27171232, and by Non-Exclusive Easement Agreement with the above-mentioned parties, dated September 11, 1985 and recorded December 12, 1985 as Document 85320712 for ingress and egress driveway and off-street parking over portions of the following legal descriptions:

PARCEL A:

The West 2 acres (except the South 50 feet thereof) of the East 4 acres of the West 10 acres of the South 1/2 of the South East 1/4 of the South West 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

AND

PARCEL B:

The East 2 acres of the West 6 acres of the South 1/2 of the South East 1/4 of the South West 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian (except the South 50 feet thereof taken in Case No. 70L1934, by the County of Cook), in Cook County, Illinois.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. General real estate taxes for 1986 and subsequent years, to the extent not yet due and payable.
2. Covenants and restrictions contained in Restrictive Covenant by Frank J. Galati with Village of Northbrook recorded July 22, 1969 as Document 20558005 relating to location of buildings, use of land and service drive and parkway.

Note: Agreement to Amend Covenant recorded July 17, 1985 as Document 85106349.

Note: First Amendment to Restrictive Covenant recorded July 17, 1985 as Document 85106350.

(Affects Parcels 1 and 2).

3. 20 foot service drive over the land as established by Document 20558005.

(Affects that part of Parcel 2 as follows: 20 feet lying North of a line 55 feet North of center line of Dundee Road).

4. Covenants and restrictions contained in Restrictive Covenant between Ralph O. Holstein and Barbara L. Holstein and the Village of Northbrook, Cook County, Illinois, a municipal corporation, recorded July 22, 1968 as Document 20558003 as to structure, use, construction of service driveway and parkway and ingress and egress for subject property, etc.

Note: Agreement to Amend Covenant recorded July 17, 1985 as Document 85106347.

Note: Amendment to Restrictive Covenant recorded July 17, 1985 as Document 85106348.

Note: Said instrument contains no provision for a forfeiture or for reversion of title in case of breach of condition.

(Affects Parcel 3).

5. Grant of easement recorded October 17, 1985 as Document 85240266 made by American National Bank and Trust Company of Chicago, as Trustee under Trust Number 63565 to the Commonwealth Edison Company and the Illinois Bell Telephone Company an easement to construct, operate, maintain, renew, relocate and remove, from time to time, wires, cables, conduits, manholes, transformers, pedestals and other facilities used in connection with underground transmission and distribution of electricity, sounds and signals, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the grant herein given, in, over, under, across, along and upon the surface of property shown on the sketch marked Exhibit 'A' attached to the Grant.

(Affects Parcel 2).

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6. Terms, provisions and conditions of Easement Agreement between the Village of Northbrook, American National Bank and Trust Company, as Trustee under Trust Number 63565 and others and recorded December 12, 1985 as Document 85320712 and relating to easement for water main facilities along and upon all areas depicted and designated on Exhibit "B" attached thereto.
7. Restrictive Covenant executed by Wesly L. Brown and Regina W. Brown, his wife, signed January 22, 1968 and recorded July 22, 1968 as Document 20558010, relating to structures to be built on the land, use of the land, building of service drive, ingress and egress, etc., which covenants runs to the benefit of the Village of Northbrook.

Agreement to Amend Covenant recorded July 17, 1985 as Document 85106345 and amended by document recorded July 17, 1985 as document 85106346.

(Affects Parcel B of Parcel 4).
8. Easement in, upon, under, over and along the West 10 feet of the East 45 feet of the land to install and maintain all equipment for the purpose of serving the land and other property with gas service, together with right of access to said equipment, as created by grant to the Northern Illinois Gas Company recorded October 6, 1978 as Document 24661154.

(Affects Parcel A of Parcel 4).
9. Restrictive Covenant executed by Bernard Bensman in favor of the Village of Northbrook recorded July 22, 1968 as Document 20558004 relating to building of structures, use of the land, construction of a service drive, ingress and egress and granting of easements.

Agreement to Amend Covenant recorded July 17, 1985 as Document 85106343 and amended by Document recorded July 17, 1985 as Document 85106344.

Note: Said instrument contains no provision for a forfeiture or for reversion of title in case of breach of condition.

(Affects Parcel A of Parcel 4).
10. Terms, provisions and conditions relating to the easement described as Parcel 4 contained in the instrument creating such easement.
11. Rights of the adjoining owner or owners to the concurrent use of the easement described as Parcel 4.
12. Existing unrecorded leases as per schedule delivered to Metropolitan Life Insurance Company.

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THIS INSTRUMENT WAS PREPARED BY:

Fred R. Kaufmann, Jr.
Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606

The Permanent Real Estate Index Numbers for the Mortgaged Property are:

04-05-304-014
04-05-304-019
04-05-304-020

The address for the Mortgaged Property is:

3400 Dundee Road
Northbrook, Illinois 60062

After recording this instrument should be returned to:

Fred R. Kaufmann, Jr.
Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606

Box 333

DEPT-01 RECORDING \$36.00
T#2222 TRAN 013/ 04/03/89 16:35:00
#1043 # B *-89-145206
COOK COUNTY RECORDER

89145206

89145206

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