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Box 374

89152534

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Permanent Tax Identification
Numbers: 07-14-200-072-0000 and
07-14-200-073-0000

Street Address of Property:
Seven Woodfield Lake
955 American Lane
Schamburg, IL

This instrument was prepared by
and after recording should be
returned to:

David Yeltn, Esq.
Jenner & Block
One IBM Plaza
Chicago, IL 60611

71-88-358-DI

Property of Cook County Clerk's Office

MORTGAGE AND SECURITY AGREEMENT

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of all covenants of Mortgagor under any other loan documents, agreements or connection therewith, (iii) the payment of all obligations and the performance herein contained and the payment of any monies expended by Mortgagor in installments as provided in the Note, (ii) the performance of the covenants promises to pay the said principal indebtedness and interest at the rate and being due and payable on April 1, 1996, in and by which Note the Mortgagor Mortgagee and made payable to the order of Mortgagee, with the final payment and any renewals, extensions or modifications thereof, given by Mortgagor to promissory note (hereinafter referred to as the "Note") of even date herewith, (\$1,750,000) together with interest thereon, as evidenced by that certain indebtedness of Eleven Million Seven Hundred Fifty Thousand Dollars THAT, to secure (i) payment to Mortgagee of the principal

WITNESSETH:

Bloomfield, Connecticut 06002 (hereinafter referred to as "Mortgagee").
 corporation having its principal place of business at 900 Cottage Grove Road, "Mortgagor") to CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut North Lasalle Street, Chicago, Illinois 60602 (hereinafter referred to as No. 65953, an Illinois land trust, having its principal place of business at 33 Trustee under a Trust Agreement dated September 1, 1985 and known as Trust AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as THIS MORTGAGE is made as of the 29th day of March, 1989, by

MORTGAGE AND SECURITY AGREEMENT

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instruments, between Mortgagor and Mortgagee given in connection with or related to this Mortgage or the Note, and (iv) any and all additional advances made by Mortgagee to protect or preserve the Mortgaged Property or the security interest created hereby on the Mortgaged Property, or for taxes, assessments, or insurance premiums as hereinafter provided or for performance of any of Mortgagor's obligations hereunder or for any other purpose provided herein (whether or not the original Mortgagor remains the owner of the Mortgaged Property at the time of such advances) (all of the aforesaid indebtedness and obligations of Mortgagor are hereinafter collectively called the "Mortgage Indebtedness", and all of the documents, agreements and instruments between Mortgagor or Mortgagor's beneficiary, the partners of Mortgagor's beneficiary or the partners of partners of Mortgagor's beneficiary and Mortgagee now or hereafter evidencing or securing the repayment of or otherwise pertaining to the Mortgage Indebtedness including but not limited to the Real Estate Tax Escrow and Security Agreement, the Borrower's Certificate, the Environmental Indemnity Agreement, the Loan Guaranty Agreement, the Security Personal Liability Agreement, the Assignment of Rents and Leases, the Security Agreement and the Collateral Assignment Under Land Trust, all of even date herewith are hereinafter collectively called the "Loan Documents"), Mortgagor does hereby mortgage, grant, bargain, sell, assign, pledge, transfer, and convey unto Mortgagee and to Mortgagee's successors and assigns forever, all of the following described land, improvements and property and all of its estate, right, title and interest therein (hereinafter collectively called the "Mortgaged Property"):

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TOGETHER with any and all awards heretofore made and hereafter to be made by any governmental, municipal or State authorities to the present and all subsequent owners of the Mortgaged Property for the taking of all or any portion of the Mortgaged Property by power of eminent domain, including, without limitation, awards for damage to the remainder of the Mortgaged

TOGETHER with all easements now or hereafter located on or appurtenant to the Land and/or Improvements or under or above the same or any part thereof, rights-of-way, licenses, and privileges, belonging or in any way appertaining to the Land and/or Improvements;

TOGETHER with the right to use, in perpetuity, in connection with the operation of the Mortgaged Property the name "Seven Woodfield Lake" and any other name similar thereto, to the extent that Mortgagor has any personal property or other proprietary interest in said name;

TOGETHER with all of the right, title and interest of Mortgagor in and to the land lying in the bed of any street, road, highway or avenue in front of or adjoining the Land to the center lines thereof;

TOGETHER with all buildings and other improvements now or hereafter located on said Land or any part thereof (the "Improvements");

The land described in Exhibit A attached hereto and made a part hereof, situate, lying and being in the City of Schaumburg, County of Cook, and State of Illinois (the "Land");

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Property and any awards for any change or changes of grade of streets affecting the Mortgaged Property, which said awards are hereby assigned to Mortgagee, and Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the Mortgage indebtedness, notwithstanding the fact that such amount may not then be due and payable; and Mortgagee hereby covenants and agrees to and with Mortgagee, upon request by Mortgagee, to make, execute and deliver, at Mortgagee's expense, any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever (all of the foregoing Land, Improvements, rights, easements, rights-of-way, licenses, privileges, and awards, collectively, the "Real Property");

TOGETHER with all proceeds, insurance or otherwise, paid for the damage done to any of the Mortgaged Property and all proceeds of the conversion, voluntarily or involuntarily, or any of the Mortgaged Property into cash or liquidated claims;

TOGETHER with all fixtures, machinery, equipment, goods, and every other article of personal property, tangible and intangible, now or hereafter attached to or used in connection with the Real Property, or placed on any part thereof and whether or not attached thereto, appertaining or adapted to the use, management, operation or improvement of the Real Property, insofar as the same and any reversionary right thereto may now or hereafter be owned or

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acquired by Mortgagor (the "Personal Property"), including, but without limitation: all partitions; screens; awnings; shades; blinds; floor coverings; hall and lobby equipment; heating, lighting, plumbing, ventilating, refrigerating, inclinerator, elevator, escalator, air conditioning and removing apparatus and materials; all equipment, manual, mechanical and motorized, for the construction, maintenance, repair and cleaning of, and removal of snow from, parking areas, walks, underground ways, truck ways, driveways, common areas, roadways, highways and streets; all equipment, manual, mechanical and motorized, for the transportation of customers or employees to and from the office facilities on the Real Property; and all other machinery, pipes, poles, appliances, equipment, wiring, fittings, panels and fixtures; and any proceeds therefrom, any replacements thereof or additions or accessions thereto; and all building materials, supplies and other property delivered to the Real Property for incorporation into the improvements thereon, all of which are declared to be a part of the realty and covered by the lien hereof, but said lien shall not cover any fixture, machinery, equipment or article of personal property which is owned by a tenant and not required for the operation or maintenance of the Real Property, provided said fixture, machinery, equipment or article of personal property is not permanently affixed to the realty and may be removed without material damage thereto and is not a replacement of any item which shall have been subject to the lien hereof;

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TOGETHER with all of the right, title and interest of Mortgagor in and to all and singular the tenements, hereditaments and appurtenances belonging to or in any way pertaining to the Mortgaged Property; all the estate, right, title and claim whatsoever of Mortgagor, either in law or in equity, in and to the Mortgaged Property; and any and all other, further or additional title, estate, interest or right which may at any time be acquired by Mortgagor in or to the Mortgaged Property, and if Mortgagor shall at any time acquire any further estate or interest in or to the Mortgaged Property, the lien of this Mortgage shall attach, extend to, cover and be a lien upon such further estate or interest automatically without further instrument or instruments, and Mortgagor, upon request of Mortgagee, shall execute such instrument or instruments as shall reasonably be requested by Mortgagee to confirm such lien, and Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact (which appointment is coupled with an interest) to execute all such instruments if Mortgagor shall fail to do so within ten (10) days after demand;

TO HAVE AND TO HOLD the Mortgaged Property, and each and every part thereof, unto Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

AND, Mortgagor hereby further covenants and agrees as follows:

1. Payment of Mortgage Indebtedness. Mortgagor will pay the principal indebtedness and interest thereon in accordance with the provisions of the Note and all prepayment charges, late charges and fees required thereunder,

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and all extensions, renewals, modifications, amendments and replacements thereof, and will keep and perform all the covenants, promises and agreements in (i) each of the Note or any other promissory note or notes at any time hereafter issued to evidence the principal indebtedness, (ii) this Mortgage and (iii) any and all other Loan Documents, all in the manner herein or therein set forth. Each of the persons and/or entities constituting Mortgagor hereunder shall be fully liable for such payment and performance, and such liability shall be joint and several.

2. Covenants of Title. Mortgagor has good and indefeasible title to the entire Real Property in fee simple, has absolute unencumbered title to the Personal Property, and has good right and full power to sell, mortgage, grant a security interest in and convey the same; the Mortgaged Property is free and clear of easements, restrictions, liens, leases and encumbrances, except those easements, restrictions, liens, lease and encumbrances listed on Exhibit B hereto (the "Permitted Encumbrances"), to which this Mortgage is expressly subject, or which may hereafter be created in accordance with the terms hereof; and Mortgagor will defend title to the Mortgaged Property against all claims and demands whatsoever except the Permitted Encumbrances. Mortgagee shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of Mortgagee hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.

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3. Usury. It is hereby expressly agreed that if from any circumstances whatsoever fulfillment of any provision of the Note, this Mortgage, or any other Loan Documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under the Loan Documents that is in excess of the limit of such validity. In no event shall Mortgagor be bound to pay for the use, forbearance or detention of the money loaned pursuant to the Loan Documents, interest of more than the current legal limit; the right to demand any such excess being hereby expressly waived by Mortgagee.

4. Impositions. Mortgagor will pay, not later than thirty (30) days before the last day on which the same may be paid without penalty or interest, all real estate taxes, sewer rents, water charges and all other municipal and governmental assessments, rates, charges, impositions and liens (hereinafter referred to as "Impositions") which now or hereafter are imposed by law upon the Mortgaged Property, whether relating directly to the Mortgaged Property or to property adjoining or abutting the Mortgaged Property. If any Imposition is not paid within the time hereinabove specified, Mortgagee shall have the right to pay the same, together with any penalty and interest thereon, and the amount or amounts so paid or advanced shall forthwith be payable by Mortgagor to Mortgagee and shall be secured by the lien of this Mortgage; but Mortgagor may in good faith contest, at Mortgagor's own cost and expense, by proper legal proceedings, the validity or amount of any Imposition, on the condition

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that Mortgagor shall deposit with Mortgagee, as security for the payment of such contested item, an amount equal to the contested item plus all penalties and interest which would be payable if Mortgagor is ultimately required to pay such contested item, and on the further condition that no amount so contested may remain unpaid for such length of time as shall permit the Mortgaged Property, or the lien thereon created by the item being contested, to be sold for the nonpayment thereof, or as shall permit an action, either of foreclosure or otherwise, to be commenced by the holder of any such lien.

Mortgagee shall be permitted to use and apply any and all of the funds on deposit with it under this Section 4 to pay any item being contested in the event the contest is not successful or in the event Mortgagee, in its absolute discretion, deems the Mortgaged Property to be in jeopardy of forfeiture, sale or foreclosure by reason of the non-payment of such taxes; provided that, in the event the contest is successful, or in the event the contest is unsuccessful but all of the funds on deposit are not needed to pay such contested item, Mortgagee shall refund such remaining funds to Mortgagor promptly after demand.

Mortgagor hereby assigns to Mortgagee all rights of Mortgagor now or hereafter arising in and to the refund of any Imposition and any interest thereon. If following receipt of any such refund by Mortgagee, there exists no Event of Default (as hereinafter defined) hereunder, then Mortgagee shall pay over the same to Mortgagor promptly after demand; if there exists an Event of Default hereunder, Mortgagee may apply said refund in reduction of the Mortgage Indebtedness in whatever order Mortgagee may elect.

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5. Tax Deposits. Mortgagor shall deposit with Mortgagee, on the first day of the calendar month immediately following the date of this Mortgage and on the first day of each calendar month thereafter (each of which dates is hereinafter called the "monthly tax deposit date") until the payment in full of the Mortgage Indebtedness, a sum equal to one-twelfth of the Impositions to be levied, charged, assessed or imposed upon or for the Mortgaged Property within one (1) year after said monthly tax deposit date in accordance with the Real Estate Tax Escrow and Security Agreement of even date herewith (the "Tax Escrow Agreement") by and among Mortgagor, Mortgagor's beneficiary, Mortgagee and Escrow Holder (as defined in the Tax Escrow Agreement). If on any monthly tax deposit date the amount of Impositions to be levied, charged, assessed or imposed within the ensuing one (1) year period shall not be fixed, such amount for the purpose of computing the deposit to be made by Mortgagor hereunder shall be estimated by Mortgagee, with appropriate adjustment when the amount of such Impositions is fixed. The sum deposited by Mortgagor under this Section 5 shall be held by Mortgagee pursuant to the terms of said Tax Escrow Agreement. If the Tax Escrow Agreement terminates or is otherwise not in full force and effect, then all such tax deposits shall be made directly into another interest-bearing escrow account at a bank selected by Mortgagee, with interest and other earnings on such account being retained by Mortgagee and held free of trust except to the extent, if any, applicable law shall otherwise require; provided, however, that so long as (i) Mortgagor holds title to and controls the Mortgaged Property, (ii) Mortgagor pays all Impositions in full when due, and (iii) there has been no occurrence of an Event of Default or any state of facts which, with the passage of time or giving of notice, or both, would constitute an Event of Default hereunder or

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under any of the Loan Documents, the interest earned by such escrow, less reasonable escrow costs, will be paid to Mortgagor on each tax payment date.

If for any reason the sums on deposit with Mortgagee under this Section 5 shall not be sufficient to pay an Imposition within the time specified in Section 4 hereof, then Mortgagor shall, within ten (10) days after demand by Mortgagee, deposit sufficient sums so that Mortgagee may pay such Imposition in full, together with any penalty and interest thereon. Mortgagee may change its estimate of Impositions for any period, on the basis of a change in an assessment or tax rate or on the basis of a prior miscalculation or for any other reason, in which event Mortgagor shall deposit with Mortgagee within ten (10) days after demand the amount of any excess of the deposits which would theretofore have been payable under the revised estimate over the sums actually deposited.

If any Imposition shall be levied, charged, assessed or imposed upon or for the Mortgaged Property, or any portion thereof, and if such Imposition shall also be a levy, charge, assessment or imposition upon or for any other premises not covered by the lien of this Mortgage, then the computation of the amounts to be deposited under this Section 5 shall be based upon the entire amount of such Imposition and Mortgagor shall not have the right to apportion any deposit with respect to such Imposition.

Upon an assignment of this Mortgage, Mortgagee shall have the right to arrange to transfer all amounts deposited and still in its possession to the assignee and Mortgagee shall thereupon be completely released from all

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under any of the Loan Documents, the interest earned by such escrow, less reasonable escrow costs, will be paid to Mortgagor on each tax payment date.

If for any reason the sums on deposit with Mortgagee under this Section 5 shall not be sufficient to pay an Imposition within the time specified in Section 4 hereof, then Mortgagor shall, within ten (10) days after demand by Mortgagee, deposit sufficient sums so that Mortgagee may pay such Imposition in full, together with any penalty and interest thereon.

Mortgagee may change its estimate of Impositions for any period, on the basis of a change in an assessment or tax rate or on the basis of a prior miscalculation or for any other reason, in which event Mortgagor shall deposit with Mortgagee within ten (10) days after demand the amount of any excess of the deposits which would theretofore have been payable under the revised estimate over the sums actually deposited.

If any Imposition shall be levied, charged, assessed or imposed upon or for the Mortgaged Property, or any portion thereof, and if such Imposition shall also be a levy, charge, assessment or imposition upon or for any other premises not covered by the lien of this Mortgage, then the computation of the amounts to be deposited under this Section 5 shall be based upon the entire amount of such Imposition and Mortgagor shall not have the right to apportion any deposit with respect to such Imposition.

Upon an assignment of this Mortgage, Mortgagee shall have the right to arrange to transfer all amounts deposited and still in its possession to the assignee and Mortgagee shall thereupon be completely released from all

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6. Change in Taxes. In the event any tax shall be due or become due and payable to the United States of America, the State of Illinois or any

Notwithstanding the foregoing, Mortgagee will waive the requirement for tax deposits as to that portion of any Imposition payable directly to the taxing authorities by tenants under the terms of leases approved by Mortgagee, provided satisfactory proof of payment is promptly furnished to Mortgagee.

receipts in relation to the Impositions.

Immediately upon receipt of such by Mortgagor, Mortgagor shall deliver to Mortgagee copies of all notices, demands, claims, bills, and

order Mortgagee may elect. apply said amounts to the payment of the Mortgage Indebtedness in whatever

Event of Default hereunder Mortgagee may, in its sole and absolute discretion, Mortgagee a security interest in such sums, and upon the occurrence of an

security for the sums secured by this Mortgage, and Mortgagor hereby grants to All amounts deposited shall be held by Mortgagee as additional

refunded to Mortgagor. Upon the payment in full by Mortgagor of the entire Mortgage Indebtedness, any sums then held by Mortgagee under this Section 5 shall be

reference thereto. Mortgaged Property shall look solely to the assignee or transferee in liability with respect to such deposit and Mortgagor or the owner of the

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political subdivision thereof with respect to the execution and delivery or recordation of this Mortgage or any other Loan Document or the interest of Mortgagee in the Mortgaged Property, Mortgagor shall pay such tax at the time and in the manner required by applicable law and Mortgagor shall hold Mortgagee harmless and shall indemnify Mortgagee against any liability of any nature whatsoever as a result of the imposition of any such tax. Mortgagor will not claim any credit on, or make any deduction from the Mortgage indebtedness by reason of the payment of any such imposition. In the event of the enactment, after the date of this instrument, of any law changing in any way the present law as to the taxation of notes or debts secured by mortgages, for Federal, State, or local purposes, or the manner of collection of any impositions, so as to affect this Mortgage or the Note secured hereby, then Mortgagor shall upon demand make such payments to Mortgagee and take such other steps, as may be necessary in Mortgagee's reasonable judgment, to place Mortgagee in the same financial position as it was prior to any such enactment, failing which, or if the Mortgagor is not permitted by law to make such payments, the Mortgage Indebtedness shall, at the option of Mortgagee, immediately become due and payable.

7. Insurance. Mortgagor shall at all times until the Mortgage Indebtedness shall be paid in full, keep the Mortgaged Property insured against loss or damage for its full replacement cost (which cost shall be reset once a year at Mortgagee's option) under policies of All Risk Replacement Cost Insurance with Agreed Amount Endorsement (including risks of war and nuclear explosion, if available), and shall further provide flood insurance (if the Mortgaged Property is situated in an area which is

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considered a flood risk area by the federal government or any agency thereof), boiler and machinery insurance, earthquake insurance, rent loss insurance in an amount sufficient to cover the total of all rents accruing from the Mortgaged Property for a one year period, liability insurance, and such other appropriate insurance as Mortgagee may require from time to time, in such amounts and with such companies as shall be approved by Mortgagee with a Best's rating of A:XI or better, and will assign and deliver the original policy or policies of such insurance to Mortgagee. Each such policy shall name Mortgagee as an additional insured and shall provide that all proceeds shall be payable to Mortgagee, that the same may not be cancelled except upon thirty (30) days prior written notice to Mortgagee, that no act or thing done by Mortgagee shall invalidate the policy as against Mortgagee, shall be endorsed with standard noncontributory mortgagee clauses in favor of and in form acceptable to Mortgagee, and shall otherwise be in such form as shall be reasonably acceptable to Mortgagee, so that at all times until the payment in full of the Mortgage Indebtedness, Mortgagee shall have and hold the said policy and policies as further collateral for the payment of all Mortgage Indebtedness. If Mortgagee shall fail to obtain any such policy or policies required by Mortgagee, or shall fail to assign and deliver the same to Mortgagee, then Mortgagee may obtain such insurance and pay the premium or premiums therefor, in which event Mortgagee shall, on demand of Mortgagee, repay such premium or premiums to Mortgagee and such repayment shall be secured by the lien of this Mortgage. Mortgagee shall promptly provide to Mortgagee copies of any and all notices (including notice of non-renewal), claims, and demands which Mortgagee receives from insurers of the Mortgaged Property.

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8. Insurance/Condemnation Proceeds. Mortgagee hereby assigns to Mortgagee all proceeds of any insurance or condemnation awards which Mortgagee receives or may be entitled to receive for loss or damage to the Mortgagee Property. In the event of loss or damage to, or a taking of, the Mortgagee Property, the proceeds of said insurance or condemnation awards shall be payable to Mortgagee alone and Mortgagee hereby authorizes and directs any affected insurance company or government agency to make payment of the insurance proceeds or condemnation awards directly to Mortgagee. No such loss or damage shall itself reduce the Mortgagee Indebtedness. Mortgagee is authorized to adjust and compromise such loss without the consent of Mortgagee, to collect and receive such proceeds or awards in the name of Mortgagee and Mortgagee and to endorse Mortgagee's name upon any check in payment thereof. Subject to the provisions of Sections 9, 10, and 11 hereof, such proceeds or awards shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds or awards, then toward payment of the Mortgagee Indebtedness or any portion thereof, whether or not then due and payable, in whatever order Mortgagee may elect, or Mortgagee may, at its option, apply said insurance proceeds or condemnation awards in whole or in part toward restoration of the Mortgagee Property for which such insurance proceeds or condemnation awards shall have been paid.

In an Event of Default by Mortgagee, Mortgagee hereby assigns to Mortgagee all rights of Mortgagee in and to any unearned premiums on any insurance policy required to be furnished by Mortgagee.

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In the event of foreclosure of this Mortgage or 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 Mortgagor in and to any insurance policy, or premiums or payments in satisfaction of claims or condemnation awards or any other rights thereunder then in force, shall pass to the purchaser or Mortgagee notwithstanding the amount of any bid at such foreclosure sale. Nothing contained herein shall prevent the accrual of interest as provided in the Note or any portion of the principal balance due under the Note until such time as the insurance proceeds or condemnation awards are actually received and applied to reduce the principal balance outstanding.

9. Restoration Following Fire and Other Casualty. In the event of damage to the Mortgaged Property by reason of fire or other hazard or casualty, Mortgagor shall give prompt written notice thereof to Mortgagee and shall proceed with reasonable diligence to perform repair, replacement and/or rebuilding work (hereinafter referred to as the "Work") to restore the Mortgaged Property to its condition prior to such damage in full compliance with all legal requirements. In the event of a taking by power of eminent domain or conveyance in lieu thereof ("condemnation"), if restoration is feasible as reasonably determined by Mortgagee, then Mortgagee shall proceed with reasonable diligence to perform such restoration (also referred to as the "Work"). Before commencing the Work, Mortgagor shall comply with the following requirements:

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1. Mortgagor shall furnish to Mortgagee complete plans and specifications for the Work, for Mortgagee's approval, which approval shall not be unreasonably withheld. Said plans and specifications shall bear the signed approval thereof by an architect satisfactory to Mortgagee and shall be accompanied by the architect's signed estimate, bearing the architect's seal, of the entire cost of completing the Work together with a certificate signed by the architect stating, for the benefit of Mortgagee, that the Mortgaged Property, if repaired, replaced and/or rebuilt in accordance with the approved plans and specifications, would comply with applicable zoning, building and similar land use laws, rules and regulations in all material respects.
2. Mortgagor shall furnish to Mortgagee certified or photostatic copies of all permits and approvals required by law in connection with the commencement and conduct of the Work.
3. Mortgagor shall furnish to Mortgagee, prior to the commencement of the Work, a surety bond for or guaranty of completion of and payment for the Work, which bond or guaranty shall be in form satisfactory to Mortgagee and shall be signed by a surety or sureties, or guarantor or guarantors, as the case may be, who are acceptable to Mortgagee, and in an amount not less than the architect's estimate of the entire cost of completing the Work, less the amount of insurance proceeds or condemnation award, if any, then held by Mortgagee and which Mortgagee shall have elected or shall be required to apply toward restoration of the Mortgaged Property as provided in Section 10 hereof.

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Mortgagor shall not commence any of the Work until Mortgagor shall have complied with the above requirements, and thereafter Mortgagor shall perform the Work diligently and in good faith in accordance with the plans and specifications referred to in subsection 1 above.

If, as provided in Section 10 hereof, Mortgagor (1) shall have elected or is required to apply any insurance proceeds toward repair or reconstruction of the Mortgaged Property, or (11) shall have elected to apply any condemnation awards toward restoration of the Mortgaged Property, then so long as the Work is being diligently performed by Mortgagor in accordance with the provisions of this Mortgage, Mortgagor shall disburse such insurance proceeds or condemnation awards to Mortgagor from time to time during the course of the Work in accordance with the following provisions:

A. The Work shall be in the charge of an experienced construction manager satisfactory to Mortgagor with the consultation of an architect or engineer, and before Mortgagor commences any Work, Mortgagor shall have approved the plans and specifications for the Work to be submitted by Mortgagor, it being nevertheless understood that, to the extent feasible, said plans and specifications shall provide for such Work that, upon completion thereof, the Mortgaged Property shall be at least equal in value and general utility to its value and general utility prior to the damage or destruction or condemnation;

B. Each request for payment shall be made not more often than once per month, on ten (10) business days prior notice to Mortgagor, and shall be

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accompanied by a certificate of the architect or engineer, dated not more than ten (10) days prior to the application for withdrawal of funds, stating:

(1) that all of the work for which payment is being requested is in place and has been completed in compliance with the approved plans and specifications and all applicable legal requirements;

(11) that the sum then requested to be withdrawn has been paid by mortgagor and/or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the respective amounts so paid or due to each of said persons in respect thereof and stating the progress of the work up to the date of said certificate;

(111) that the sum then requested to be withdrawn, plus all sums previously withdrawn, does not exceed the cost of the work insofar as actually accomplished up to the date of such certificate;

(iv) that the remainder of the moneys held by Mortgagee will be sufficient to pay in full for the completion of the work;

(v) that no part of the cost of the services and materials described in the foregoing paragraph (ii) of this Clause B has been or is

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being made the basis of the withdrawal of any funds in any previous or then pending application; and

(vi) that, except for the amounts, if any, specified in the

foregoing paragraph (ii) of this Clause B to be due for services or materials, there is no outstanding indebtedness known, after due inquiry,

which is then due and payable for work, labor, services or materials in connection with the work which, if unpaid, might become the basis of a

vendor's, mechanic's, laborer's or materialman's statutory or other

similar lien upon the Mortgaged Property or any part thereof.

C. Mortgagor shall deliver to Mortgagee satisfactory evidence that the

Mortgaged Property and every part thereof, and all materials and all property

described in the certificate furnished pursuant to the foregoing Clause B, are

free and clear of all mortgages, liens, charges or encumbrances, except (a)

encumbrances, if any, securing indebtedness due to persons (whose names and

addresses and the several amounts due them shall be stated) specified in said

certificate furnished pursuant to the foregoing Clause B, which encumbrances

will be discharged upon disbursement of the funds then being requested, and

(b) this Mortgage. Mortgagee shall accept as satisfactory evidence under this

Clause C a certificate of a title insurance company acceptable to Mortgagee or

an endorsement to Mortgagee's existing loan title policy insuring the lien of

this Mortgage, dated as of the date of the making of the disbursement.

confirming the foregoing.

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D. Mortgagor shall deliver to Mortgagee a survey of the Mortgaged Property prior to commencement of the Work and upon completion of the Work dated as of a date within ten (10) days prior to the making of the initial advance or the final advance, as applicable, (or revised to a date within ten days prior to such advance) showing no encroachments other than those, if any, acceptable to Mortgagee.

E. There shall be no Event of Default by Mortgagor under the Note, this Mortgage or under any of the other Loan Documents, or any state of facts existing which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

Mortgagee at its option may waive any of the foregoing requirements. In the event Mortgagee shall have elected or shall be required to apply to the insurance proceeds toward restoration of the Mortgaged Property, and upon compliance by Mortgagor with the foregoing Clauses A, B, C, D, and E (except for such requirements, if any, as Mortgagee at its option may have waived), Mortgagee shall, to the extent of such available insurance proceeds or condemnation award pay or cause to be paid to the persons named in the certificate furnished pursuant to the foregoing Clause B, the respective amounts stated in said certificate to be due them, and Mortgagee shall pay to Mortgagor the amounts stated in said certificate to have been paid by Mortgagor.

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If upon completion of the work there shall be insurance proceeds or condemnation awards held by Mortgagee over and above the amounts withdrawn pursuant to the foregoing provisions, then Mortgagee, at Mortgagee's option, may either retain such proceeds or awards and apply the same in reduction of the Mortgage Indebtedness in whatever order Mortgagee may elect, or Mortgagee may pay over such proceeds or awards to Mortgagor.

Upon completion of the work, in addition to the requirements of the foregoing clauses A, B, C, D and E, Mortgagor shall promptly deliver to Mortgagee:

(a) A written certificate of the architect or engineer that the work has been fully completed in a good and workmanlike manner in accordance with the approved plans and specifications and that, as so completed, the Mortgaged Property complies with applicable zoning, building and similar land use laws, rules and regulations in all material respects;

(b) A written report and policy of a title insurance company acceptable to Mortgagee insuring the Mortgaged Property against mechanics' and materialmen's liens;

(c) A certificate by Mortgagor in form and substance satisfactory to Mortgagee, listing all costs and expenses in connection with the completion of the work and the amount paid by Mortgagor with respect to the work; and

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(d) A temporary certificate of occupancy and all other applicable certificates, licenses, consents and approvals issued by governmental agencies or authorities with respect to the Mortgaged Property and by the appropriate Board of Fire Underwriters or other similar bodies acting in and for the locality in which the Mortgaged Property is situated, provided that within thirty (30) days after completion of the work, Mortgagor shall obtain and deliver to Mortgagee a permanent certificate of occupancy for the Mortgaged Property.

10. Disposition of Condemnation or Insurance Proceeds. Mortgagee, in its absolute discretion, may decide whether and to what extent, if any, proceeds of insurance or condemnation will be made available to Mortgagor for repair or restoration of the Mortgaged Property, but Mortgagor shall effect such repair or restoration as provided above whether or not Mortgagee makes any of such proceeds available for that purpose. Notwithstanding the foregoing, Mortgagee agrees to make insurance proceeds (the application of condemnation proceeds shall remain in Mortgagee's sole and absolute discretion) available to Mortgagor for repair or reconstruction of the Mortgaged Property provided:

(1) Not more than 20% of the Mortgaged Property is damaged;

(1) There has been no Event of Default under the Loan Documents for the twelve (12) months preceding the casualty, and there does not then exist an Event of Default, or any state of facts which, with the passage of time or the giving of notice, or both, would constitute an Event of Default;

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If Mortgagee elects not to make the proceeds available for repair or restoration, then such proceeds shall be applied to reduce the Mortgage Indebtedness in whatever order Mortgagee may elect. Any application of such proceeds to the principal indebtedness evidenced by the Note shall be at par

(viii) The leases of the Mortgaged Property do not permit the tenants thereunder to terminate their interests under their respective leases by reason of such casualty.

(vii) The proceeds are released under escrow funding arrangements in accordance with the terms and conditions specified in Section 9 hereof; and

(vi) The renter or reconstruction will return the Improvements to substantially the size, design, and utility as existed immediately before the casualty;

(v) The security of Mortgagee hereunder will not be impaired by releasing such proceeds to Mortgagee;

(iv) Such damage occurs prior to the last two (2) loan years;

(iii) Mortgagee can demonstrate to Mortgagee's satisfaction that Mortgagee has the financial ability to make all scheduled payments when due under the Mortgaged Indebtedness during repair or reconstruction;

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and shall cause a pro rata reduction in payments of interest and, if applicable, principal, under the Note; provided, however, that if there exists an Event of Default, the prepayment fee as provided in the Note shall also be due.

11. ~~Fire and Other Casualty; Self-Help.~~ If within one hundred eighty (180) days after the occurrence of any damage to the Mortgaged Property in excess of \$50,000 or the condemnation of any portion of the Mortgaged Property, Mortgagor shall not have submitted to Mortgagee and received Mortgagee's approval of plans and specifications for the repair, replacement and/or rebuilding of the Mortgaged Property or shall not have obtained approval of such plans and specifications from all governmental authorities whose approval is required, or if, after such plans and specifications are approved by Mortgagee and all such governmental authorities, Mortgagor shall fail to commence promptly such repair, replacement and/or rebuilding, or if thereafter Mortgagor fails to perform diligently such repair, replacement and/or rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work, or, in the case of any loss or damage not in excess of \$50,000.00, if Mortgagor shall fail to repair, replace and/or rebuild promptly the Mortgaged Property, then, in addition to all other rights herein set forth, and after giving Mortgagor twenty (20) days written notice of the nonfulfillment of one or more of the foregoing conditions Mortgagee, or any lawfully appointed receiver of the Mortgaged Property, may at their respective options, perform or cause to be performed such repair, replacement and/or rebuilding, and may take such other steps as they deem advisable to perform such repair, replacement and/or

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13. Repair: Alterations: Waste: Environmental. Mortgagor shall keep all of the Mortgaged Property in good and substantial repair, and expressly agrees

12. ~~Rent Insurance Proceeds.~~ If Mortgagor shall promptly and diligently commence to repair, replace and restore any damage occurring to the Mortgaged Property, and there shall be no event of Default under the Loan Documents, then Mortgagor shall each month pay to Mortgagor out of the rent insurance proceeds held by Mortgagor a sum equal to that amount, if any, of the rent insurance proceeds paid by the insurer which is allocable to the rental loss for the preceding month. Mortgagor at its option may waive any of the foregoing conditions to the payment of rent insurance proceeds. If Mortgagor does not fulfill the foregoing conditions entitling Mortgagor to monthly disbursements of rent insurance proceeds, then such rent insurance proceeds may be applied by Mortgagor, at Mortgagor's option, to the payment of the Mortgage Indebtedness in whatever order Mortgagor may elect.

rebutting, and may enter upon the Mortgaged Property for any of the foregoing purposes, and Mortgagor hereby waives, for Mortgagor and all others holding under Mortgagor, any claim against Mortgagor and such receiver arising out of anything done by Mortgagor or such receiver pursuant to this Section 11, and Mortgagor may apply insurance proceeds (without the need to fulfill) the requirements of Section 9 hereof) to reimburse Mortgagor, and/or such receiver for all amounts expended or incurred by them, respectively, in connection with the performance of such work, and any excess costs shall be paid by Mortgagor to Mortgagor upon demand and such payment shall be secured by the lien of this Mortgage.

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that it will neither permit nor commit any waste upon the Mortgaged Property, nor do any act whereby the Mortgaged Property will become less valuable or the lien hereof may be impaired and shall comply with all laws, ordinances, rules and regulations made or promulgated by any government or municipality, or by any agency thereof or by any other lawful authority, which are now or may hereafter become applicable to the Mortgaged Property. Mortgagor shall not construct any additional building or buildings or make any other improvements on the land, nor alter, remove or demolish any improvements on the land, without the prior written consent of Mortgagor. Further, Mortgagor shall not initiate or acquiesce in any zoning variation or reclassification without Mortgagor's prior written consent.

If Mortgagor fails to observe any of the provisions of this Section 13, or suffers any Event of Default to exist under this Section, Mortgagor or a lawfully appointed receiver of the Mortgaged Property at their respective options, from time to time, may perform, or cause to be performed, any and all repairs and such other work as they deem necessary to bring the Mortgaged Property into compliance with the provisions of this Section and may enter upon the Mortgaged Property for any of the foregoing purposes, and Mortgagor hereby waives any claim against Mortgagor and/or such receiver, arising out of such entry or out of any other act carried out pursuant to this Section. Mortgagor shall upon demand repay to Mortgagor and such receiver, all amounts expended or incurred by them, respectively, in connection with any action taken pursuant to this Section, and such repayment shall be secured by the lien of this Mortgage.

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For purposes of this Mortgage, "Hazardous Materials" shall mean and include those elements or compounds, including but not limited to asbestos, which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by 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

Mortgagor represents that Mortgagor has not used and will not use and, to the best of Mortgagor's knowledge, no prior owner or current or prior tenant, subtenant, or other occupant of all or any part of the Mortgaged Property has used or is using Hazardous Materials (hereinafter defined) on, from or affecting the Mortgaged Property in any manner that violates Federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials, that, to the best of Mortgagor's knowledge, no Hazardous Materials have been disposed of on the Mortgaged Property nor have any Hazardous Materials migrated onto the Mortgaged Property, and that Mortgagor will not permit or suffer any such violation of the Environmental Laws (hereinafter defined).

Mortgagor represents and covenants that there are and at all times will be the greater of (i) 332 parking spaces as part of the Mortgaged Property, or (ii) the minimum number of parking spaces required by applicable law.

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Mortgagor represents that it has not received any notice that the soil, surface water, and ground water of or on the Mortgaged Property are not

Property is in violation of any Environmental Law. notice that the environmental and ecological condition of the Mortgaged Mortgaged Property with regard to such Hazardous Waste, and has received no received any notice from any governmental agency or any tenant of the thereof or any interest therein. Mortgagor represents that it has not then under Illinois law to attach to the Mortgaged Property or any portion storage or disposal of Hazardous Waste on the Mortgaged Property or permit any that the Mortgagor will not permit or suffer any such generation, treatment "Hazardous Waste") has occurred or is occurring on the Mortgaged Property and detrimental to the Mortgaged Property or human health (collectively, disposal of any Hazardous materials or any other substance that could be Mortgagor represents that no generation, treatment, storage or

over the Mortgaged Property (collectively, the "Environmental Laws"). Board, or any other agency or governmental board or entity having jurisdiction Illinois Environmental Protection Agency, the Illinois Pollution Control Federal Water Pollution Control Act, or rules and regulations of the EPA, the Act, the Federal Toxic Substance Control Act, the Federal Clean Air Act, the Environmental Protection Act, the Federal Resource Conservation and Recovery of 1980, the Federal Hazardous Materials Transportation Act, the Illinois Federal Comprehensive Environmental Response, Compensation and Liability Act as now or at any time hereafter in effect, including, without limitation, the concerning, any hazardous, toxic, or dangerous waste, substance or material,

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free from any spills of oil or other solid or liquid waste, toxic or hazardous substance or contaminate, and Mortgagor, after making reasonable inquiry, has no knowledge of any such spill.

In the event that any investigation, site monitoring, containment, clean-up, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a hazardous material in or about the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Mortgaged Property (or any portion thereof), Mortgagor shall within thirty (30) days after written demand for performance thereof by Mortgagor (or such shorter period of time as may be required under any applicable law, regulation, order or agreement), commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by contractors approved in advance by Mortgagor, and under the supervision of a consulting engineer approved by Mortgagor. All costs and expenses of such Remedial Work shall be paid by Mortgagor including, without limitation, Mortgagor's reasonable attorneys' fees, paralegal fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Mortgagor shall fail to timely prosecute to completion, such Remedial Work, Mortgagor may, but shall not be required to, cause such Remedial work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Indebtedness.

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Mortgagor shall provide Mortgagor with prompt written notice (a) upon Mortgagor's becoming aware of any release or threat of release of any Hazardous Materials upon, under or from the Mortgaged Property; (b) upon Mortgagor's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any Hazardous Materials located upon or under or emanating from the Mortgaged Property; and (c) upon Mortgagor's obtaining knowledge of any incurrence of expense by any governmental agency or authority in connection with the assessment, containment or removal of any Hazardous Materials located upon or under or emanating from the Mortgaged Property.

14. Environmental Indemnity. The beneficiary of Mortgagor and certain holders of beneficial or ownership interests in said beneficiary shall, jointly and severally, indemnify Mortgagor against, and hold Mortgagor harmless from, any and all claim, liability, loss, cost or expense that Mortgagor may incur as a result of violations of Environmental Laws in connection with the Mortgaged Property by Mortgagor, which violations occurred in or stem from the period in which Mortgagor owned the Mortgaged Property, and such indemnity shall survive the event of foreclosure of the Mortgage or conveyance of the Mortgaged Property in lieu thereof pursuant to an event of Default, provided that Mortgagor's indemnity of Mortgagor shall expire on a date one (1) year from the date on which Mortgagor acquires the Mortgaged Property unless Mortgagor has notified Mortgagor before said expiration date that a violation or suspected violation has been discovered or claimed, in which case, such indemnity shall survive as to the claimed or suspected violation to the maximum extent permitted by law.

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15. Independence of Mortgaged Property. Mortgagor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Mortgage to rely on the Mortgaged Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Mortgaged Property or any interest therein to be so used. Similarly, no part of the Mortgaged Property shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Real Property as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this Section shall be void.

16. No Other Liens. Mortgagor shall not consent, agree to, or permit any mortgage, lien, or security interest upon or affecting the Mortgaged Property or any part thereof except as granted in this Mortgage and any other lien or security interest granted to Mortgagee.

Mortgagor will promptly pay and discharge any and all amounts which are now or hereafter become liens against the Mortgaged Property whether or not superior to the lien hereof or to any assignment of rents given to Mortgagee. If any such lien is not paid or discharged as hereinabove provided, Mortgagee shall have the right to pay or discharge same, together with any penalty and interest thereon, and the amount or amounts so paid or advanced shall forthwith be payable by Mortgagor to Mortgagee and shall be

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secured by this Mortgage. Any such action by Mortgagee, however, shall be in Mortgagee's sole and absolute discretion, and Mortgagee hereby acknowledges that nothing in this Mortgage shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagee herein or to pay any sum of money or damages for which Mortgagee is liable. The covenants of this Section 16 shall survive any foreclosure and sale of the Mortgaged Property and any conveyance thereof by deed in lieu of foreclosure with respect to any such liens in existence as of the date of transfer of title.

17. Management. During the term of the loan secured hereby, Mortgagee shall at all times retain an experienced, reputable property manager of first-class office complexes (the "property manager") to operate and manage the Mortgaged Property under a written management agreement approved by Mortgagee. No change in such management or management agreement shall be made without the prior written approval of Mortgagee, and any such attempted change in management or the management agreement without such consent shall be void. The management agreement must provide that it is subordinate to the lien of this Mortgage. In addition, Mortgagee shall cause the property manager to enter into a subordination agreement with Mortgagee, in recordable form, whereby said property manager subordinates its lien rights and present and future payments under the management agreement to all payments due under the Note, this Mortgage, any of the other Loan Documents and to the lien of this Mortgage.

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Mortgaged Property is situated, for the use of vaults, chutes, areas and other interest thereon, which may be imposed by the municipality in which the discharge any and all license fees and similar charges, with penalties and 18. Sidewalks, Municipal Charges. Mortgagor will promptly pay and

Documents.
constitute an Event of Default hereunder or under any of the loan with the passage of time or giving of notice, or both, would (e) There has not been an Event of Default or any state of facts which,

first-class office buildings in the Greater Chicago area; and the Mortgaged Property in a manner consistent with other similar (d) Direct Marketing Technology continues to manage, operate and maintain

Technology, Inc.;
delegated or assigned to a party other than Direct Marketing (c) Responsibility for managing the Mortgaged Property has not been change in the ownership or control of Direct Marketing Technology; (b) In Mortgagor's reasonable judgment, there has not been a material

Property under a lease approved by Mortgagor; (a) Direct Marketing Technology, Inc. continues to occupy the Mortgaged

Notwithstanding the above paragraph of this Section 17, Mortgagor shall waive the requirement of a management agreement provided:

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19. Assignment of Leases. As further security for the Mortgage Indebtedness, Mortgagor and its beneficiary hereby absolutely and unconditionally transfer, assign and set over unto Mortgagee all of its right, title and interest in and to all present and future leases, oral or written, of space in the Improvements, together with all modifications, supplements, extensions and renewals thereof now existing or hereafter made, and also together with the rights to sue for, collect and receive all rents, prepaid rents, additional rents, security deposits, profits, and issues of the Mortgaged Property, to be applied by Mortgagee in payment of the Mortgage Indebtedness and also together with the rights of Mortgagor to receive, hold and apply all bonds, letters of credit and security in all of said leases

of this Mortgage. shall be added to the Mortgage Indebtedness and shall be secured by the lien obligation of Mortgagor to Mortgagee, and, to the extent permitted by law, thereon at the default rate specified in the Note, shall be a demand therewith (including, without limitation, attorneys' fees), with interest advanced by Mortgagee and all costs and expenses incurred in connection municipality for such repair or replacement, and any amount so paid or similar charges, with penalties and interest thereon, and the charges of the five (5) days notice to Mortgagor, pay any and all such license fees or adjoining the Mortgaged Property, and in default thereof Mortgagee may, upon repair, replacement or condition of the sidewalk or curb in front of or violation of law and comply with any order of such municipality respecting the of or adjoining the Mortgaged Property, and Mortgagor will promptly cure any space beyond the lot line and under or abutting the public sidewalks in front

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provided to be furnished to the lessor thereunder, and also together with the rights of Mortgagor and its beneficiary to enforce any and all of the agreements, terms, covenants and conditions in all of said leases provided and to give notices thereunder. In the Event of Default hereunder, Mortgagee may receive and collect said rents, issues and profits personally or through a receiver so long as such Event of Default shall exist during the pendency of any foreclosure proceeding and during any redemption period, and Mortgagor agrees to consent to a receiver if this is believed necessary or desirable by Mortgagee to enforce its rights under this Section.

Mortgagor shall not, and Mortgagor's beneficiary shall not, otherwise assign or pledge, or contract, expressly or by implication, to assign or pledge, any lease of space in the Improvements or the rights to sue for, collect and receive any rents, additional rents or other sums in any of said leases provided to be paid to the lessor thereunder, or the rights to receive, hold and apply any bonds and security in any of said leases provided to be furnished to the lessor thereunder, or the rights to enforce any of the agreements, terms, covenants or conditions of said leases or to give notices thereunder, unless in each instance the written consent thereto of Mortgagee be first obtained.

Nothing in this Mortgage shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagor as lessor under any of the leases hereinabove assigned or to pay any sum of money or damages therein provided to be paid by the lessor.

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All leases must be subordinate to the lien of the Mortgage unless Mortgagee otherwise specifies. Each lease must contain a provision that, upon notice to tenant by Mortgagee, the lease shall become superior, in whole or in part, to the lien of the Mortgage.

20. ~~Future Leases.~~ Mortgagee will not hereafter make any lease to any tenant, or amend, modify, terminate, renew or extend any lease (other than a renewal or extension to which a tenant is entitled under the terms of an existing lease or contained in a lease that is subsequently approved by Mortgagee), affecting the Mortgaged Property unless Mortgagee shall first consent in writing to the terms of said lease and the form of the lease, which consent shall not be unreasonably withheld.

If Mortgagee shall from time to time suffer or permit Mortgagee to sue for, collect or receive any rent, additional rent, percentage rent or other sums in said leases provided to be paid to Mortgagee thereunder, or to receive, hold or apply any bonds or security thereunder, or to enforce any of the agreements, terms, covenants or conditions thereunder or to give notices thereunder, neither such sufferance nor permission shall constitute a waiver or relinquishment by Mortgagee of the rights hereunder and hereby assigned to Mortgagee with respect to any subsequent rent, additional rent, or any other sums payable to the lessor under said leases or with respect to any subsequent receipt, holding or application of bonds or security or any subsequent enforcement of such agreements, terms, covenants or conditions or any subsequent notices.

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(b) Mortgagor shall give Mortgagee immediate notice of any default under any lease or of the receipt by Mortgagor of any notice of default from the lessee or its successors or assigns under a lease, and Mortgagor shall furnish

such lease the right to terminate the same or to claim any right of setoff. such lessor or permit any event to occur which would give the tenant under any suffer or permit there to exist any default in such performance on the part of respect to the Mortgaged Property or any part or parts thereof, and shall not each and every lease or letting, written or oral, now or hereafter made with obligation on the part of the lessor to be performed pursuant to the terms of beneficiary to perform, each and every covenant, condition, promise and Mortgagor's cost and expense, promptly and fully perform, or cause its 21. ~~Mortgagor's Obligations as Lessor.~~ (a) Mortgagor shall, at

shall require and as shall be necessary to make the same recordable. Improvements, and such written confirmation shall be in such form as Mortgagee writing the assignment to Mortgagee of any or all leases of space in the Mortgagor will from time to time upon demand of Mortgagee, confirm in

in form and substance satisfactory to Mortgagee. each tenant and an original estoppel, addressed to Mortgagee, from each tenant furnish to Mortgagee an original mortgagee attornment agreement executed by lease or renewal by the parties thereto. Mortgagor shall also at such time in the Mortgaged Property, within ten (10) days after delivery of each such lease, or renewal of lease, hereafter made by Mortgagor with respect to space Mortgagor will furnish to Mortgagee a true and complete copy of each

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to Mortgagee, immediately any and all information which Mortgagee may request concerning the performance and observance of all covenants, agreements and conditions contained in the leases by the lessor hereunder to be kept, observed and performed and concerning the compliance with all terms and conditions of the leases. Mortgagee hereby authorizes Mortgagee and its representatives to make investigations and examinations concerning such performance, observance and compliance, and Mortgagee, upon request, shall promptly deposit with Mortgagee any and all documentary evidence relating to such performance, observance and compliance and copies of any and all notices, communications, plans, specifications or other instruments or documents received or given by Mortgagee in any way relating to or affecting the leases which may concern or affect the estate of the lessor or the lessee in or under the leases or in the premises thereby demised.

(c) In the event of any failure by Mortgagee to keep, observe or perform any covenant, agreement or condition contained in the leases or to comply with the terms and conditions of the leases, any performance, observance or compliance by Mortgagee pursuant to this Mortgagee on behalf of Mortgagee shall not remove or waive, as between Mortgagee and Mortgagee, the corresponding Event of Default under the terms of this Mortgagee and any amount paid or advanced by Mortgagee and all costs and expenses incurred in connection therewith (including, without limitation, attorneys' fees), with interest thereon at the default rate specified in the Note, shall be a demand obligation of Mortgagee to Mortgagee, and, to the extent permitted by law, shall be added to the Mortgagee Indebtedness and shall be secured by the lien of this Mortgagee.

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22. ~~leases; foreclosure.~~ Any proceedings or other steps taken by Mortgagee to foreclose this Mortgage, or otherwise to protect the interests of Mortgagee hereunder, shall not operate to terminate the rights of any present or future tenant of space in the Improvements, notwithstanding that said rights may be subject and subordinate to the lien of this Mortgage, unless Mortgagee specifically elects otherwise in the case of any particular tenant. The failure to make any such tenant a defendant in any such foreclosure proceeding and to foreclose such tenant's rights will not be asserted by Mortgagee or any other defendant in such foreclosure proceeding as a defense to any proceeding instituted by Mortgagee to foreclose this Mortgage or otherwise protect the interests of Mortgagee hereunder.

23. ~~Due on Sale; Other Restrictions.~~ Mortgagee or Mortgageor's beneficiary or any of its partners shall not (whether voluntarily or by operation of law) sell, convey, assign, lease, mortgage, encumber, hypothecate or otherwise transfer (i) the Mortgaged Property or any part thereof, or (ii) transfer all or any portion of a partnership interest in Mortgageor's beneficiary, or the general partner of Mortgageor's beneficiary, or any general partner of a general partner of Mortgageor's beneficiary, or (iii) any shares of stock in Direct Marketing Technology, Inc. without the express written consent of Mortgagee. Any sale, conveyance, assignment, hypothecation or other transfer of all or any portion of the beneficial interest in Mortgageor, including the power of direction over Mortgageor, shall be deemed a sale, the restrictions imposed by this Section 23.

The termination or any amendment of the Basic Terms (as hereinafter defined) of the partnership agreement of Mortgagor's beneficiary, or the termination or any amendment of the Basic Terms of Mortgagor's trust agreement, without Mortgagor's prior written consent, shall constitute a default by Mortgagor hereunder. With respect to the partnership agreement of Mortgagor's beneficiary, the identities, control and ownership percentages, powers of the general partners and the term of the partnership are collectively referred to herein as the "Basic Terms." With respect to the trust agreement of Mortgagor, the identity and powers of Mortgagor's beneficiary (including the holder of the power of direction of Mortgagor) and the term of the trust agreement are referred to collectively herein as the "Basic Terms." Except for the Basic Terms, the partnership agreement of Mortgagor's beneficiary and the trust agreement of Mortgagor may be amended at any time with respect to any of the other terms without Mortgagor's consent.

For purposes hereof, "control" means possession, directly or indirectly, of power to direct or cause the direction of management or policies through ownership of voting securities or by contract provided that any person which owns directly or indirectly more than fifty percent (50%) of the securities having ordinary voting power for the election of directors or other governing body of a corporation or more than fifty percent (50%) of the ownership interest of any other person will be deemed to control such corporation or other person. "Person" means and includes an individual, a partnership, a corporation, a trust or an unincorporated organization.

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The restrictions on transfer set forth in this Section shall not, however, apply to transfers due to the death or legal incapacity of the partners of Mortgagor's beneficiary or of the partners of the partners of Mortgagor's beneficiary. With respect to any transfer of a partnership interest in Mortgagor's beneficiary allowed without Mortgagor's consent, Mortgagor hereby covenants and agrees to provide notice of such transfer promptly to Mortgagor in accordance with the Section hereof regarding notices.

24. Events of Default. Each of the following shall constitute an "Event of Default": hereunder and shall entitle the Mortgagee to exercise its remedies hereunder and under any of the other Loan Documents or as otherwise provided by law:

(a) Any payment of any installment of principal or interest due under the Note, or payment of any other sum due under the Note, this Mortgage or under any of the other Loan Documents is not received by Mortgagee within five (5) business days following the date when such payment was due, or any other payment of money or indebtedness as required by this Mortgage or by any other Loan Document is not made when due and payable;

(b) Failure of Mortgagor or its beneficiary in the observance or performance of any covenant, promise or agreement provided in this Mortgage or in any other Loan Document, other than relating to the payment of indebtedness or money (a "failure to perform"), for thirty (30) days after the giving of notice by Mortgagee to Mortgagor specifying the nature of the failure to perform, provided that if the default is capable of being cured, but in

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Mortgagee's judgment such default cannot reasonably be cured by Mortgageor within said thirty (30) day period, Mortgageor shall have said thirty (30) day period in which to commence such cure provided that thereafter it diligently prosecutes such cure and completes such cure in a reasonable period of time not exceeding one hundred twenty (120) days from the giving of such notice.

(c) Any representation, warranty, or statement of Mortgageor or Mortgageor's beneficiary or any partners thereof or of Direct Marketing Technology, Inc. or of any of the Guarantors (as defined in the Loan Guaranty Agreement) contained herein or in any of the Loan Documents, or in any writing delivered to Mortgagee simultaneously with the execution and delivery of the Loan Documents, proves to be untrue in any material respect as of the date when made:

(d) Mortgageor, or Mortgageor's beneficiary, or Direct Marketing Technology, Inc. or, for so long as the loan guaranty agreement or the Environmental Indemnity Agreement is in effect, any of the Guarantors or Indemnitors (as defined in the Environmental Indemnity Agreement), respectively, shall (i) have an order for relief entered in a proceeding under Title 11, United States Code, whether such order shall result from a voluntary or involuntary petition, (ii) seek or consent to the appointment of a receiver or trustee for itself or for any of the Mortgaged Property, (iii) file a petition or initiate a proceeding under the bankruptcy, insolvency, or receivership, or similar laws of the United States, any state or any jurisdiction, (iv) make a general assignment for the benefit of creditors, or (v) be unable to pay its debts as they mature;

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(e) A court shall enter an order, judgment or decree appointing, without the consent of Mortgageor, a receiver or trustee for it or for any of the Mortgaged Property or approving a petition filed against Mortgageor or Mortgageor's beneficiary or Direct Marketing Technology, Inc. or for so long as the Guaranty Agreement or the Environmental Indemnification Agreement is in effect, any of the Guarantors or Indemnitors, respectively, which seeks relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, and such order, judgment or decree shall remain in force, undischarged or unstayed, sixty (60) days after it is entered;

(f) Failure of (i) Mortgageor's beneficiary or its partners to comply in any material respect with the terms of the Personal Liability Agreement of, or (ii) the Guarantors to comply in any material respect with the terms of the Loan Guaranty Agreement, or (iii) the Indemnitors to comply in any material respect with the terms of the Environmental Indemnification Agreement; or

(g) Failure of the Mortgageor or its beneficiary to require the subordination agreement described in Section 17 hereof, but only to the extent such requirement has not been expressly and effectively waived by Mortgageor pursuant to said Section 17.

25. Remedies Upon Default. Immediately upon the occurrence of any Event of Default, Mortgagee shall have the option, in addition to and not in lieu of or substitution for all other rights and remedies provided in this Mortgage or any other Loan Documents or provided by law or in equity, and is hereby authorized and empowered by Mortgageor, to do any or all of the following:

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(a) Declare the entire unpaid amount of the Mortgage Indebtedness immediately due and payable and, at Mortgagee's option, (i) to bring suit therefor, or (ii) to bring suit for any delinquent payment of or upon the Mortgage Indebtedness, or (iii) to take any and all steps and institute any and all other proceedings in law or in equity that Mortgagee deems necessary to enforce payment of the Mortgage Indebtedness and performance of other obligations secured hereunder and to protect the lien of this Mortgage.

(b) Commence foreclosure proceedings against the Mortgaged Property, in a single parcel or in several parcels, through judicial proceedings or as otherwise provided by law, at the option of Mortgagee, pursuant to the statutes in such case made and provided, and to sell the Mortgaged Property or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes in a single parcel or in several parcels at the option of Mortgagee.

(c) Cause to be brought down to date a title examination and tax histories of the Mortgaged Property, procure title insurance or title reports or, if necessary, procure new abstracts and tax histories.

(d) Mortgagee, either by itself or by its agent to be appointed by it for that purpose or by a receiver appointed by a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Mortgage Indebtedness or the solvency of any party bound for its payment, to take possession of and to operate the Mortgaged Property and to collect and apply

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Mortgage & Security Agreement/Direct Marketing Technology
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the income, rents, profits and revenues thereof, after payment of all necessary charges and expenses, in reduction of the Mortgage Indebtedness, and said income, rents, profits, and revenues are hereby assigned to Mortgagee as further security for the payment of the Mortgage Indebtedness. The receiver shall have all of the rights and powers permitted under the laws of the State of Illinois. Mortgagor will pay to Mortgagee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this subparagraph, and any such amounts paid to Mortgagee shall be added to the Mortgage Indebtedness and shall be secured by this Mortgage.

(e) Mortgagee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Default Rate hereunder. Mortgagee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Mortgagee 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 hereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

(f) In the event of any sale of the Mortgaged Property by foreclosure, through judicial proceedings or otherwise, apply the proceeds of any such sale in the order following to: (1) all expenses incurred for the collection of the Mortgage Indebtedness and the foreclosure of this Mortgage,

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including reasonable attorneys' fees, or such attorneys' fees as are permitted by law; (11) all sums expended or incurred by Mortgagee directly or indirectly in carrying out the terms, covenants and agreements of the Note or notes evidencing the Mortgage Indebtedness, of this Mortgage and any other Loan Documents, together with interest thereon as therein provided; (111) all accrued and unpaid interest upon the Mortgage Indebtedness; and (1v) the unpaid principal amount of the Mortgage Indebtedness; and (v) the surplus, if any, to the person or persons legally entitled thereto.

In the event of any acceleration of the principal indebtedness pursuant to the first paragraph of this Section, Mortgagor shall pay to Mortgagee together with the principal indebtedness and interest an amount equal to the prepayment fee provided for in the Note and such fee shall be included as part of the Mortgage Indebtedness.

Failure to exercise any option to accelerate in the event of a default or other circumstance permitting the exercise of such option, shall not constitute a waiver of the default or of the right to exercise such option at a later time, or a waiver of the right to exercise such option in the event of any other default or circumstance specified above.

26. Acceleration Interest. If Mortgagee elects to accelerate the Mortgage Indebtedness, without further notice of such election and without demand or presentment, all due and unpaid Mortgage Indebtedness shall bear interest from and after the date of such acceleration at a rate (the "Default

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name as Mortgagee and under the powers herein granted hold, operate, manage
therefrom and may as attorney in fact or agent of Mortgagor, or in its own
relating thereto, and may exclude Mortgagor, its agents or servants, wholly
papers and accounts of Mortgagor or then owner of the Mortgaged Property
part of the Mortgaged Property, together with all documents, books, records,
accordance with law, enter upon and take and maintain possession of all or any
condition broken. In such event Mortgagee in its discretion may, in

Property or any part thereof personally, or by its agent or attorneys, as for
and Mortgagee shall be entitled to take actual possession of the Mortgaged
forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee
proceedings to foreclose the lien hereof or before or after sale thereunder,
be immediately due, or whether before or after the institution of legal

whether before or after the whole principal sum secured hereby is declared to
of this Mortgage, Mortgagee has a right to institute foreclosure proceedings,
28. Mortgagee in Possession. In any case in which under the provisions

such amount shall be secured hereby.
incurred by Mortgagee in handling and processing such delinquent payment, and
thereof for which the installment is overdue to defray part of the expense
charge of four percent (4%) of such installment for each month or fraction
regard to any cure of grace period, Mortgagor shall pay to Mortgagee a late
or any of the other Loan Documents are not paid by Mortgagor when due, without
27. Late Charge. In the event any sums due under the Note, this Mortgage

plus four percent (4%) per annum, or (ii) the maximum rate permitted by law.
Rate", equal to the lesser of: (i) the interest rate set forth in the Note

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and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avals, rents, issues, and profits of the Mortgaged Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interest in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from a foreclosure of the Mortgage, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive

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all of such avals, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

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

Mortgagee, in the exercise of the rights and powers conferred herein, shall have full power to use and apply the avals, rents, issues and profits of the mortgaged Property to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the operating expenses of the Mortgaged Property, including cost of management and leasing thereof (which shall include

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prevent or hinder the enforcement or foreclosure of this Mortgage, or the sale extension, exemption or redemption laws now or hereafter in force, in order to reinstatement, forbearance, appraisal, valuation, stay, homestead,

will set up, claim, or seek to take advantage of any moratorium, hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor permitted by law, that in an event of Default on the part of Mortgagor 29. Waiver of Statutory Rights. Mortgagor agrees, to the full extent

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

the judgment of Mortgagee, make it readily rentable; Property and of placing the Mortgaged Property in such condition as will, in alterations, additions, betterments, and improvements of the Mortgaged

(c) to the payment of all repairs, decorating, renewals, replacements,

underlying lease; mortgage, of all rents due or which may become hereafter due under the hereafter become due on the Mortgaged Property; and, if this is a leasehold (b) to the payment of taxes and special assessments now due or which may

insurance hereinabove authorized; entering into leases), established claims for damages, if any, and premiums on and other compensation and expenses of seeking and procuring tenants and be delegated to an agent or agents, and shall also include lease commissions appropriate, compensation to Mortgagee and its agent or agents, if management

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of the Mortgaged Property or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully do so, the benefit of all such laws, and any and all rights to have the assets subject to the security interest of this Mortgage marshalled upon any foreclosure or sale under the power granted herein. Mortgagor hereby represents to Mortgagee that it has been directed in writing by the appropriate beneficiaries and holders of the power of direction of the trust estate to expressly waive all rights of redemption to the Mortgaged Property and reinstatement of the loan secured hereby in the manner herein set forth. Mortgagor does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage pursuant to Section 15-1602 of the Illinois Mortgage Foreclosure Law. 30. Security Interest. This Mortgage shall, as to any equipment and other Personal Property covered hereby, be deemed to constitute a security agreement, and Mortgagor, as debtor, hereby grants to Mortgagee, as secured party, a security interest therein pursuant to the Illinois Uniform Commercial Code. Mortgagor agrees, upon request of Mortgagee, to furnish an inventory of Personal Property owned by Mortgagor and subject to this Mortgage and, upon request by Mortgagee, to execute any supplements to this Mortgage, any separate security agreement and any financing statements and continuation statements in order to include specifically said inventory of Personal Property or otherwise to perfect the security interest granted hereby. Upon the occurrence of any of the Events of Default referred to herein, Mortgagee shall have all of the rights and remedies therein provided or otherwise

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provided by law or by this Mortgage, including but not limited to the right to require Mortgagor to assemble such Personal Property and make it available to Mortgagor at a place to be designated by Mortgagee which is reasonably convenient to both parties, the right to take possession of such Personal Property with or without demand and with or without process of law and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if Mortgagee sends such notice to Mortgagor at least five (5) days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any such Personal Property may be applied by Mortgagee first to the reasonable expenses incurred, and then to payment of the Mortgage Indebtedness. With respect to the Personal Property that has become so attached to the Real Property that an interest therein arises under the real property law of the State, this Mortgage shall also constitute a financing statement and a fixture filing under the Illinois Uniform Commercial Code.

31. Right of Entry. Mortgagee and Mortgagee's representatives may at all times and without notice to Mortgagor enter upon the Mortgaged Property and inspect the same, or cause it to be inspected by agents, employees or independent contractors of Mortgagee, and show the same to others, but Mortgagee shall not be obligated to make any such entry or inspection

32. Stoppage Certificate. Mortgagor, within fifteen (15) days after written request from Mortgagee, will furnish a signed statement in writing,

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duly acknowledged, of the amount then due or outstanding hereunder and whether or not any offsets or defenses exist against the Mortgage Indebtedness, and if so, specifying such offsets and defenses.

33. Annual Statements. Mortgagor shall, within ninety (90) days after the end of each fiscal year of Mortgagor's beneficiary, deliver to Mortgagee (a) annual statements audited and certified by an independent certified public accountant reasonably satisfactory to Mortgagee showing in detail (1) a

balance sheet for the Mortgaged Property as of the last day of such fiscal

year, (2) a statement of earnings from the Mortgaged Property for such fiscal

year showing, among other things, all rents and other income therefrom and all

expenses paid or incurred in connection with the operation of the Mortgaged

Property; and (b) a statement signed by Mortgagor or Mortgagor's beneficiary

listing all leases of space in the Improvements as of the last day of such

fiscal year, the respective areas demised thereunder, the names of the

tenants, the respective expiration dates of the leases, the respective rentals

provided for therein, and such other information as may reasonably be

requested by Mortgagee.

If Mortgagor omits to prepare and deliver promptly any report

required by this Section, Mortgagee may elect, in addition to exercising any

remedy for an Event of Default as provided for in this Mortgage, to make an

audit of all books and records of Mortgagor and its beneficiaries, including

their bank accounts, which in any way pertain to the Mortgaged Property, and

to prepare the statement or statements which Mortgagor failed to procure and

deliver. Such audit shall be made and such statements shall be prepared by an

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Independent certified public accountant to be selected by Mortgagee. Mortgagee shall pay all expenses of the audit and other services, which expenses shall be secured hereby as part of the Mortgage Indebtedness and shall be immediately due and payable with interest thereon at the Default Rate set forth herein.

Mortgagee shall afford any information received pursuant to this Section the same degree of confidentiality that Mortgagee affords similar information proprietary to Mortgagee; provided, however, that Mortgagee does not in any way warrant or represent that such information received from Mortgagee will remain confidential, and, provided further, that Mortgagee shall have the unconditional right to disclose, as necessary, any such information in the event Mortgagee sells, transfers, conveys, or assigns the Mortgage.

34. ~~Rights Cumulative.~~ Each right and remedy of Mortgagee under this Mortgage, the Note and any other Loan Documents, shall be in addition to every other right and remedy of Mortgagee and such rights and remedies may be enforced separately or in any combination.

35. ~~No Waiver.~~ Any failure by Mortgagee to insist upon the strict performance by Mortgagee of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagee of any and all of the terms and provisions hereof to be performed by Mortgagee.

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36. Mortgage Extension. The lien hereof shall remain in full force and effect during any postponement or extension of the time of payment of the Mortgage Indebtedness, or of any part thereof, and any number of extensions or modifications hereof, or any additional notes taken by Mortgagee, shall not affect the lien hereof or the liability of Mortgagor or of any subsequent obligor to pay the principal indebtedness unless and until such lien or liability be expressly released in writing by Mortgagee.

37. Indemnification. Mortgagor shall indemnify and hold Mortgagee harmless from and against all obligations, liabilities, losses, costs, expenses, fines, penalties or damages (including attorneys' fees) which Mortgagee may incur by reason of this Mortgage or with regard to the Mortgaged Property prior to the exercise of any remedies under this Mortgage. Mortgagor shall defend Mortgagee against any claim or litigation involving Mortgagee for the same, and should Mortgagee incur such obligation, liability, loss, cost, expense, fine, penalty or damage, then Mortgagor shall reimburse Mortgagee upon demand. Any amount owed Mortgagee under this provision shall bear interest at the Default Rate set forth herein.

38. Attorneys' Fees. Any reference to "attorney fees" in this document includes but is not limited to both the fees, charges and costs incurred by Mortgagee through its retention of outside legal counsel and the allocable fees, costs and charges for services rendered by Mortgagee's in-house counsel. Any reference to "attorney fees" shall also include but not be limited to those attorneys or legal fees, costs and charges incurred by Mortgagee in the collection of any indebtedness secured property, the

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enforcement of any obligations hereunder, the protection of the Mortgaged Property, the foreclosure of this Mortgage, the sale of the Mortgaged Property, the defense of actions arising hereunder and the collection, protection or setoff of any claim the Mortgagee may have in a proceeding under Title 11, United States Code. Attorneys fees provided for hereunder shall accrue whether or not Mortgagee has provided notice of default or of an intention to exercise its remedies for such default.

39. Administrative Fees. Mortgagee shall have the right to charge administrative fees during the term of the Note as Mortgagee may determine, in its sole reasonable discretion, in connection with any servicing requests made by Mortgagor requiring Mortgagee's evaluation, preparation and processing of any such requests. Notwithstanding anything in the immediately preceding sentence to the contrary, Mortgagee agrees that it will not charge any administrative fees in connection with Mortgagee's review and approval of leases, or any amendments or modification thereto, or any renewals, terminations, or extensions thereof pursuant to Section 20 hereof. Mortgagee shall also be entitled to reimbursement for professional fees it incurs for such administration, including without limitation, those of architects, engineers and attorneys (whether (i) employed by Mortgagee or its affiliate or (ii) engaged by Mortgagee or its affiliates as independent contractors).

40. Notices. Any notice, demand, request, statement or consent made hereunder shall be in writing, signed by the party giving such notice, request, demand, statement, or consent, and shall be deemed to have been properly given when either delivered personally, delivered to a reputable

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overnight delivery service providing a receipt or deposited in the United States mail, postage prepaid and registered or certified return receipt requested, at the address set forth below, or at such other address within the continental United States of America as may have theretofore have been designated in writing. The effective date of any notice given as aforesaid shall be the date of personal service, one (1) business day after delivery to such overnight delivery service, or three (3) business days after being deposited in the United States mail, whichever is applicable. For purposes hereof, the addresses are as follows:

Mortgagee:

Connecticut General Life Insurance Company
c/o CIGNA Investments, Inc.
900 Cottage Grove Road
Hartford, Connecticut 06002
Attn: Real Estate Investment Services,
S-307A

With a copy to:

CIGNA Corporation

Investment Law Department
900 Cottage Grove Road
Hartford, Connecticut 06002
Attn: Real Estate Division, S-215A

Mortgagor:

American National Bank and Trust Company
of Chicago as Trustee under Trust No. 65963
33 North LaSalle Street
Chicago, Illinois 60602

With a copy to:

Woodfair/DMT Venture
c/o Direct Marketing Technology
955 American Lane
Schauenburg, Illinois 60173

With an information

Hess, Kaplan & McDowell
180 North LaSalle Street, Suite 2525
Chicago, Illinois 60601
Attn: Peter A. Hess, Esq.

copy to:

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If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-110) et seq., Illinois Revised Statutes) (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

42. Invalidity. If any provision of this Mortgage shall be held invalid or unenforceable, the same shall not affect in any respect whatsoever the validity of the remainder of this Mortgage, except that if such provision relates to the payment of a monetary sum, then the Mortgagee may, at its option, declare the Mortgage Indebtedness due and payable upon sixty (60) days prior written notice to Mortgagor and, provided there exists no event of Default hereunder, without prepayment fee or premium.

41. Applicable Law. The provisions hereof shall be construed in accordance with the laws of the State of Illinois (the "State").

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45. ~~Aggregate Indebtedness.~~ At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures, in addition to any loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Mortgagee in connection with the indebtedness secured hereby; provided, however, notwithstanding anything to the contrary herein, the total aggregate indebtedness secured by this Mortgage shall not exceed an amount equal to ten (10) times the face amount of the Note.

44. ~~Business Purpose.~~ Mortgagor has been advised by its beneficiary that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404, Section 4(1)(c) of Ch. 17 of the Ill. Rev. Stats., as amended and that the principal obligation secured hereby constitutes a "business loan" within the purview of said statute.

43. ~~Captions.~~ The captions in this instrument are inserted only as a matter of convenience and for reference, and are not and shall not be deemed to be any part hereof.

Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated elsewhere in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

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49. ~~Time of the Essence.~~ Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the

48. ~~Replacement of Note.~~ Upon receipt of evidence reasonably satisfactory to Mortgagor of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Mortgagor or, in the case of any such mutilation, upon surrender and cancellation of the Note, Mortgagor will execute and deliver, in lieu thereof, a replacement Note, identical in form and substance to the Note and dated as of the date of the Note and upon such execution and delivery all references in this Mortgage to the Note shall be deemed to refer to such replacement Note.

47. ~~Bind and Inure.~~ The provisions of this Mortgage shall be binding on the Mortgagor and its heirs, successors and assigns, and any subsequent owners of the Mortgaged Property, the covenants of Mortgagor herein shall run with the land, and this Mortgage and all of the covenants herein contained shall inure to the benefit of the Mortgagee, its successors and assigns.

46. ~~Modifications.~~ This Mortgage may not be changed or terminated except in writing signed by both parties. The provisions of this Mortgage shall extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the other Loan Documents, and any and all references herein to the Loan Documents shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

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Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Mortgaged Indebtedness.

50. [Excluded]. This Mortgage is executed by American National Bank and Trust Company of Chicago ("American National") not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National hereby warrants that it possess full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee or on said American National or the beneficiary thereof personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that, except as otherwise provided herein, so far as said Trustee, said American National and the beneficiary thereof personally are concerned the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Mortgaged Property hereby conveyed for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in said Note provided, by action (i) against any other security given at any time to secure the payment of said Note, or (ii) to enforce the personal liability of the Guarantors under the Loan Guaranty Agreement, or (iii) to enforce the personal liability of Mortgagor's beneficiary and its partners under the Personal Liability Agreement, or (iv) to enforce the personal liability of Indemnitors under the Environmental Indemnification Agreement.

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Mortgage & Security Agreement/Direct Marketing Technology
BAD/3/3-28489/243N

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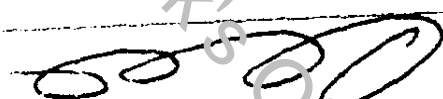
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COOK COUNTY CLERK'S OFFICE

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ASSISTANT SECRETARY

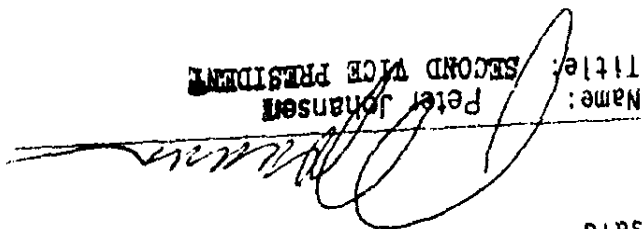
By:



ATTEST:

Name: Peter Johansen
Title: SECOND VICE PRESIDENT

By:



MORTGAGOR:
AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, not personally, but as Trustee as
aforesaid

MORTGAGOR:

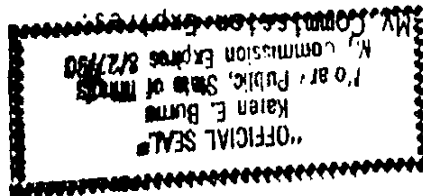
day and year first above written.

IN WITNESS WHEREOF, the Mortgagor has duly executed this Mortgage the

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I, KAREN E. BURNS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Robert Hobart Foley, personally known to me and known by me to be the President and Assistant Secretary of American National Bank and Trust Company, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Assistant Secretary, as Trustee aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said American National Bank and Trust Company did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said Assistant Secretary, as Trustee aforesaid, for the uses and purposes therein set forth:

MAR 29 1989

GIVEN under my hand and Notarial Seal this _____ day of _____ 19__.

[Signature]
Notary Public

STATE OF ILLINOIS)
) SS)
) COUNTY OF COOK)

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Lots 1 and 2 in Seven Woodfield Lakes, being a Subdivision in the North East 1/4 of the Section 14, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded September 10, 1986 as Document Number 86404025, in Cook County, Illinois.

Legal Description

EXHIBIT A

89152534

Permitted Encumbrances

EXHIBIT B

1. Second installment of 1988 and subsequent real estate taxes.

2. Easement for ingress and egress and for construction, maintenance and use of public utilities, including the right to maintain, use, operate and renew facilities for the collection of and flow of storm and sanitary sewerage, for the distribution of water and for transmission and distribution of telephone, electric and gas service as created by Easement Agreement made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated September 1, 1985 and known as Trust Number 65963 and LaSalle National Bank, as Trustee under Trust Agreement dated May 22, 1981 and known as Trust Number 104022 dated December 23, 1985 and recorded December 31, 1985 as Document 85345395 and the agreements and conditions therein contained. (Affects Lot 1).

3. Easement for ingress and egress and for parking spaces as created by Parking Space Easement Agreement made by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated September 1, 1985 and known as Trust Number 65963 and LaSalle National Bank, as Trustee under Trust Agreement dated May 22, 1981 and known as Trust Number 104022 dated December 23, 1985 and recorded December 31, 1985 as Document 85345396 and the agreements and conditions therein contained. (Affects Lot 1 and Lot 2).

4. Lease dated as of April 1, 1989 made by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated September 1, 1985 and known as Trust Number 65963 to Direct Marketing Technology, Inc., an Illinois corporation, and all rights thereunder of and all acts done or suffered thereunder by said lessee or by any party claiming thereunder. (Affects Lot 2).

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5. Grant of Easement made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated September 1, 1985 and known as Trust Number 65963 to the Commonwealth Edison Company, an Illinois corporation and the Illinois Bell Telephone Company, an Illinois, their respective licensees, successors and assigns, jointly and severally and recorded April 9, 1986 as Document 86136342 to construct, operate, maintain, renew, relocate and remove, from time to time, poles, wires, cables, conduits, manholes, transformers, pedestals and other facilities used in connection with overhead and 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 in, over, under, across, along and upon the easement areas as shown attached thereto marked Exhibit "A" and made a part thereof. (For further particulars see record.)
(Affects Lot 1 and Lot 2).
6. Non-exclusive easements over areas shown by dotted lines on the plat and the widths as shown on the plat and marked "Easement" to install, lay, construct, renew, operate and maintain underground conduits and cables, sewers and water mains, with all necessary manholes, phone, electric, sewer, gas and water services and the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement areas said conduits, cables, manholes, water valves, and other equipment; and the right to cut down and remove or trim and keep trimmed any trees, shrubs, or saplings that interfere, or threaten to interfere with any of the said public utility equipment. All installations shall be underground or on the surface, but not overhead as reserved for and granted to the Cablenet of Illinois Incorporated, the Illinois Bell Telephone Company, The Commonwealth Edison Company, Northern Illinois Gas Company and the Village of Schaumburg, Cook County, Illinois, and their respective successors and assigns, as shown on Plat of Subdivision for Seven Woodfield Lakes recorded September 10, 1986 as Document 86404025.
(Affects Lot 1 and Lot 2).

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7. A 37 foot drainage and bikeway easement as shown on the Plat of Subdivision for Seven Woodfield Lakes recorded September 10, 1986 as Document 86404025. (Affects the southerly line of Lot 2).
8. A sanitary sewer easement as shown on the Plat of Subdivision for Seven Woodfield Lakes recorded September 10, 1986 as Document 86404025 and also as shown on Plat of Survey No. 846 dated March 13, 1989 prepared by Midwest Consulting Engineers, Inc. (Affects the southerly portion of Lot 2).
9. Encroachment of building over the sanitary sewer easement noted above at No. 8, as depicted on the Land Title Survey No. 846 dated March 13, 1989 prepared by Midwest Consulting Engineers, Inc.
10. Provisions, Easements, Covenants and Restrictions contained in the Woodfield Lake Office Campus Declaration of Protective Covenants, Restrictions and Easements dated July 2, 1979 and recorded October 17, 1979 as Document 85196718, including, but not limited to the following:
Common area, membership and voting rights in the Association, maintenance assessments, regulation of improvements, common easement area and office campus amenities, construction on land, enforcement of covenants, conditions and restrictions;
Provision whereby each owner covenants and agrees to pay the Association annual assessments or charges and special assessments or charges for capital improvements, and that said annual and special assessments together with interest thereon and costs of collection thereof shall be a lien upon the property against which each assessment is made, but further that such lien shall be subordinate to the lien of a first mortgage, as provided for in Section 5.08 thereof;
Provisions that if the water retention portion of the lake area is not maintained in a manner acceptable to the Village, the Village itself may do the required maintenance work and the Village shall have the right to bill and collect for it from the Association, and new available legal remedies to do so, and may succeed to any or all rights and powers granted to the Association, and assessment lien and enforcement;
Easements and provisions that each owner shall have a perpetual right and easement to the use and benefit of

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the common area for the intended purpose or purposes therein in common with each owner, and mutual, reciprocal and non-exclusive perpetual easement to use the lake area and any recreational or other facilities from time to time constructed thereon, subject to certain provisions.

(Affects Lot 1 and Lot 2)