

THE MAXIMUM AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED THREE MILLION SIX HUNDRED THOUSAND DOLLARS (\$3,600,000.00). NOW, THEREFORE, in order to secure the payment of the Note and the performance of the covenants herein contained, and also to secure the payment of any and all other indebtedness, direct or contingent, that may now or hereafter become owing from Mortgagor to Mortgagor and to secure all of the obligations of the Mortgagor to Parties under a Loan Extension and Modification Agreement, of even date between Mortgagor and others and Mortgage, Mortgagor does by these presents CONVEY and MORTGAGE unto Mortgage, its successors and assigns forever, the real estate, situate, lying and being in Elk Grove Village, County of Cook, State of Illinois described on Exhibit A annexed hereto and made a part hereof, together with all improvements thereon situated and which may hereafter be erected or placed thereon, and all and singular the tenements, hereditaments, and appurtenances and easements thereunto belonging and the rents, issues and profits thereof (the "premises"), which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein

That whereas, Mortgagor and others are justly indebted to the Mortgagee in the aggregate principal sum of ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00), as evidenced by a certain Second Restated Promissory Note (the "Note") in that amount, dated as of October 14, 1986, payable to the order of Mortgagee, at its office aforesaid or at such other place as may be designated in writing by the legal holder thereof, and in and by which the Mortgagor promises to pay the said principal sum with interest thereon, from date, at the rate set forth therein, in stated monthly installments, until the balance (if any) remaining unpaid plus accrued interest shall be due and payable on the 30th day of June, 1989.

M I N E S S E T T I S

THIS INDENTURE, made as of the 2nd day of February, 1989, between LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated November 2, 1981, and known as Trust No. 104494 ("Mortgagor") having an office at 135 South LaSalle Street, Chicago, Illinois, and EXCHANGE NATIONAL BANK OF CHICAGO ("Mortgagee") having an office at 120 South LaSalle Street, Chicago, Illinois.

JUNIOR MORTGAGE

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conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said Premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said Premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described Premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagor in and to said Premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged.

TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the Note hereinbefore described, and interest thereon.

The Mortgagor hereby expressly covenants and agrees with the Mortgagee, its successors and assigns, as follows:

1. That said Mortgagor has unencumbered title, in fee simple, absolute, to the above described Premises (subject to those certain exceptions to title set forth in Exhibit B attached hereto (the "Permitted Exceptions")) and has full right and power to convey and mortgage the same and covenants and agrees to execute and deliver or cause to be executed and delivered, all further assurances of title necessary or deemed advisable by the Mortgagee in order to effectuate the first Mortgage security hereby given, when so requested by the Mortgagee, its successors and assigns.

2. The Mortgagor further agrees with the Mortgagee, its successors and assigns, as follows: (1) to pay all indebtedness hereby secured as the same from time to time becomes due and agrees that if remittance be made in payment of principal or interest or otherwise either by check or draft, it shall be subject to the

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condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and that any receipt issued therefor shall be void unless the amount due is actually received by the Mortgagee; (2) to keep said Premises in good repair and commit no waste on the said property and to do nothing and to permit nothing to be done that may impair the value of the Premises or the security intended to be effected by this Mortgage; (3) to pay promptly, when due, all taxes and assessments, levied or assessed upon the Premises, and, in no event, to permit said Premises, or any part thereof, to be sold or forfeited for nonpayment of such taxes or assessments; provided, however, that Mortgagee may in good faith and with reasonable diligence contest the validity of any such taxes if (1) such contest have the effect of preventing the collection of the taxes so contested and the sale or forfeiture of the Premises or any part thereof; and (11) Mortgagee has deposited or caused to be deposited with Mortgagee a sum of money or other security that, when added to the monies or other security, if any, deposited with said title insurance company or Mortgagee is sufficient, in Mortgagee's judgment, to pay in full such contested tax and all penalties and interest that might become due thereon; (4) not to permit the lien of any mechanics or materialmen or any prior or coordinate lien of any kind to attach to or to remain against the said Premises; provided, however, that Mortgagee may in good faith and with reasonable diligence contest the validity or amount of any lien and defer payment and discharge thereon during the pendency of such contest, if (i) such contest has the effect of preventing the sale or forfeiture of the Premises or any part thereof; and (ii) Mortgagee shall have obtained a title insurance endorsement over such lien insuring Mortgagee against loss or damage by reason of the existence of such liens or Mortgagee shall have deposited or caused to be deposited with Mortgagee a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such liens and all interest which might become due thereon; (5) to comply strictly with all of the laws, ordinances, and rulings of any municipal or other governmental department relating to said Premises and (6) not to commence any improvements on the Premises or destruction of any existing improvements on the Premises. In the event the Mortgagee shall fail to keep and perform any of the foregoing covenants and agreements, then the Mortgagee may, at its option, (1) pay any delinquent taxes or assessments or redeem such Premises from any tax sale or forfeiture or purchase any tax title obtained or that shall be obtained thereon; (2) pay or compromise or any other suits or claims for liens by mechanics or materialmen or any other suits or claims that may be made against said Premises; (3) make repairs upon said Premises; (4) pay insurance premiums on policies covering said Premises; or (5) make payments required from time to time on the First Mortgage (hereinafter defined) and the said Mortgagee further covenants and agrees to repay forthwith, without demand, all moneys paid for any such purpose and any other moneys advanced by the Mortgagee to protect the lien of this Mortgage, with interest thereon from the date of the payment at the

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rate per annum equal to the Default Rate (as defined in the Note), and all such moneys shall, if not otherwise repaid, become so much additional indebtedness secured by this Mortgage and be included in any decree foreclosing this Mortgage and be paid out of the rents, issues and profits of the Premises hereinafter described, or out of the proceeds of sale of said Premises; and it shall not be obligatory upon the Mortgagee to inquire into the validity of (a) any such tax deed, taxes or assessments or of sale or of forfeitures therefor, or (b) claims of liens of mechanics or materialmen or other liens or claims affecting said Premises or (c) the amounts owing under the first Mortgage, before advancing money in that behalf, as herein authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance or expend any moneys for any purpose aforesaid nor shall any such payments or advancements be construed so as to in any way limit or impair the right of the Mortgagee to avail itself of such default by taking such action at law or in equity as it may deem necessary or advisable to enforce the security hereby given it.

3. The Mortgagee further agrees to keep all buildings, improvements and fixtures, constituting part of the Premises, until the indebtedness secured hereby is fully repaid, insured against loss or damage for such amounts and in such insurance company or companies as may be reasonably satisfactory to the Mortgagee, and it is hereby expressly agreed that the Mortgagee shall not be liable for any failure to insure or for the insolvency or irresponsibilities of any such insurance company or companies. All sums recoverable on any such insurance policy shall be made payable to the Mortgagee, pursuant to a mortgage clause, except in case of sale pursuant to a foreclosure of this mortgage, from which time and until the period of redemption, if any, shall expire, said insurance policy or policies shall be made payable to the holder of the certificate of sale. All such policies shall be retained by the Mortgagee as additional security for the indebtedness secured by this Mortgage and by the holder of the master's certificate for the amount secured by any certificate of sale or decree of foreclosure; and in the event any such insurance policy shall expire during the life of this Mortgage, or any extension thereof, the Mortgagee hereby agrees to procure and pay for insurance policies complying with the above qualifications, replacing said expired policies and deposit same with the Mortgagee together with receipts (showing the premiums therefor have been paid in full) ten (10) days prior to said expiration date. Such insurance policy shall provide that Mortgagee shall be given not less than ten (10) days advance notice of cancellation or termination of the policy. Such policies shall have attached thereto the standard non-contributing mortgage clause (in favor of an entitling Mortgagee to collect any and all proceeds payable under all such insurance), as well as standard waiver of subrogation endorsement, all to be in form reasonably acceptable to Mortgagee. Mortgagee shall not carry separate insurance, concurrent in kind or form and contributing, in the event of loss, with any insurance required hereunder. In the event of a change in ownership

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or of occupancy of the Premises and in the event of loss, immediate notice thereof by mail shall be delivered to the Mortgagee and to all insurers. In case of loss the Mortgagee or the holder of any certificate of sale, or the holder of the decree of sale, is hereby authorized to settle and adjust any claims under such policies or to allow said Mortgagee to settle with the insurance company or companies the amount to be paid upon the loss; and in either case such holder of the policy is authorized to collect and receipt for any such insurance money and apply it after deduction of costs of collecting, at the option of the Mortgagee, in reduction of the principal or any other indebtedness hereby secured, whether due or not, or may allow the Mortgagee to use said insurance money, or any part thereof, in repairing the damage or restoring the improvements, without affecting the lien hereof for the full amount secured hereby, and during the time said insurance money may be retained by the Mortgagee, the Mortgagee shall not be liable for any interest thereon; that in case of a loss after foreclosure proceedings have been instituted, the proceeds of any such insurance, if not applied as aforesaid in repairing damage or restoring improvements, shall be used to pay the amount due in accordance with the decree of foreclosure and any other indebtedness secured hereby, and the balance, if any, shall be paid to the owner of the equity of redemption, if any, on reasonable request or as the court may direct.

4. Any part of the security hereof described may be released by the Mortgagee without affecting the lien hereof on the remainder. The liability of the Mortgagee on said Note shall continue in its original force and effect until such Note and interest thereon are paid in full. Mortgagee may, by written and signed agreement with the then record owner of said Premises, or with the heirs, executors, administrators, devisees, successors or assigns of such record owner, or with any one or more persons liable, whether primarily or secondarily, for the payment of any indebtedness secured hereby, without notice to any other of said persons, extend the time of payment of said indebtedness, or any part hereof, without thereby modifying or affecting the lien of its Mortgage or releasing any such person from any liability for such indebtedness, and this Mortgage shall be security for all additional interest under such extension agreement; and the granting of any extension or extensions of time of payment of the principal of the Note or interest thereon either to the maker or to any other person, or the releasing of a portion of the security hereof, or taking other or additional security for the payment of said indebtedness, or waiver of or failure to exercise any right to mature or to enforce the whole debt under any covenant or stipulation herein contained, or extending the time of payment of any other indebtedness or liability secured hereby, shall not in any way affect this Mortgage or the rights of the Mortgagee hereunder, or operate as a release from any liability upon said Note or said indebtedness under any covenant or stipulation herein contained.

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5. In case of default in the payment of any installment of principal or of interest when due, and said default shall continue for five days or in case of default in the payment of any tax, insurance premium, water rate or assessment for thirty (30) days after the due date therefor, or upon failure or default in the performance of any of the covenants contained in this Mortgage continuing for a period of thirty (30) days after written notice thereof from Mortgagee (provided, if any such failure or default in performance cannot be cured within such 30-day period, the Mortgagee shall not be in default so long as Mortgagee commences to cure the default within the applicable time and diligently pursues the curing thereof), or in the event that any proceeding shall be begun to enforce or collect any junior lien or the first Mortgage, or if said premises shall come into the possession or control of any court, or in case of threatened removal or demolition of any improvements or portion thereof, then, at the option of the Mortgagee, Mortgagee shall be in default hereunder and the entire amount of the Note, together with accrued interest thereon at such time remaining unpaid, and together with all advancements made by the Mortgagee, shall become immediately due and payable without notice to the Mortgagee or any one claiming by, through or under Mortgagee.

6. ~~Mortgagee agrees that no portion of the premises will be hereafter leased without the prior written consent of Mortgagee. If the above are violated, then Mortgagee shall be in default hereunder and, at Mortgagee's option, the entire principal balance and any and all accrued and unpaid interest under the Note shall be immediately due and payable.~~

7. The Mortgagee agrees that upon any default by the Mortgagee in any covenant, agreement or undertaking contained herein, the Mortgagee shall have the right immediately to foreclose this Mortgage. In any foreclosure proceeding the court shall, upon application, at once, and with 10 days notice to the said Mortgagee, or any party claiming under said Mortgage, and without giving bond on such application (such notice and bond being hereby expressly waived) and also without reference to the then value of said premises, to the use of said premises as a homestead, or to the solvency or insolvency of any person liable for any said indebtedness, appoint a receiver for the benefit of the legal holder of the indebtedness secured hereby, to take possession of the within described premises, with power to collect rents, issues and profits of the said premises, then due or to become due, during the pendency of such foreclosure suit, and until the time to redeem the same shall expire (such rents, issues and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this Mortgage); this provision for appointment of a receiver being expressly a condition upon which the loan hereby secured was made; and the Mortgagee hereby further consents that said receiver may, out of the said rents, pay prior or coordinate liens, the taxes, assessments, water rates and insurance on said premises then due or unpaid or accruing whether before or

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after the filing of such bill, and for any necessary repairs thereon, and management and rental fees and any other proper charges, and the amount of any deficiency decree; provided that, in case of any default or breach, as aforesaid, as a concurrent (and not alternative or exclusive) remedy and measure for making effective the terms, provisions and purposes hereof, it shall be lawful for the mortgagee, its agent or attorney forthwith (either with or without process of law, forcibly or otherwise) to enter upon and take possession of said premises and property and to expel and remove any person, goods or chattels, occupying or upon the same, to collect and to receive all the rents, issues and profits therefrom, from time to time, to manage and control the same and make all necessary repairs, and lease the same or any part thereof at such rentals as in its sole discretion it may deem just and reasonable, and after deducting all reasonable attorneys fees and all expenses incurred in the protection, care, repair and management of said premises, apply the remaining income upon the indebtedness hereby secured in the same manner as is hereinafter provided upon the sale of said premises under foreclosure; and the said mortgagee hereby expressly releases and waives any and all right to possession, control or management of the said premises, or to the rents, issues and profits therefrom, after any default or breach of the terms or provisions of this mortgage and the said mortgagee hereby further expressly releases and waives any and all damages and claims for damages occasioned by such explosion.

8. In the case of the foreclosure of the lien of this mortgage by the mortgagee, in any court of law or equity, there shall be allowed all court costs and expenses incurred by the mortgagee, including reasonable attorney's fees, stenographers' charges, cost of procuring a complete abstract of title to said premises and continuations thereof, opinions of title or title guaranty policies and continuations thereof covering said foreclosure proceedings, cost of procuring testimony and evidence and all costs and expenses incurred by the mortgagee in and about any such suit or proceeding, or in the preparation thereof; and in case the mortgagee shall be made party to any suit or legal proceedings by reason of this mortgage, its costs, expenses and reasonable attorneys' fees in such suit or proceedings shall be paid by the mortgagee and it not paid shall become so much additional indebtedness hereunder and shall be a further lien or charge upon said premises.

9. All fees and expenses allowable pursuant to the provisions hereof shall be additional indebtedness secured hereby and shall be a charge upon said premises and shall constitute a lien thereon prior and paramount to the Note and interest secured hereby, and whenever possible shall be provided for in any judgment or decree entered in any such proceedings. There shall be included in any decree foreclosing the lien of this mortgage and be paid out of the rents or proceeds of any sale made in pursuance of any such decree in the following order: (1) all costs of such suit or suits, advertising, sale and conveyance, reasonable attorneys' fees of

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attorneys for the mortgage, stenographers' fees, outlays for documentary evidence and costs of abstract and examination of title, title opinions and title guaranty policies; (2) all moneys advanced by the mortgage for any purpose authorized in the mortgage, including without limitation any payments made to the holder of the first mortgage (hereinafter defined) with interest on such advances at the default rate (as such term is defined in the Note); (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all of the Note at such times remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the mortgage. In case, after legal proceedings are instituted to foreclose the lien of this indenture, tender is made of the entire indebtedness due hereunder, the mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, and such expenses shall be so much additional indebtedness secured by this indenture, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

10. Mortgagee will not without the prior written consent of Mortgage, transfer, convey, mortgage, lease, assign or encumber the Premises. If Mortgage is a trust, the beneficiaries of Mortgage will not encumber, assign or convey their beneficial interest in Mortgage without the prior written consent of Mortgage. If the beneficiary of Mortgage is a partnership, there shall be no encumbrance, assignment or conveyance of an interest of the current partners in the partnership without the prior written consent of Mortgage. Mortgage shall use its sole discretion in determining whether consent shall be withheld under this paragraph.

No lien provided for by the States of Illinois, in force at any time while the lien hereof exists, in favor of any person furnished labor or materials in the erection or repair of any building now or hereafter on said land, shall attach to said land or building, except as subject and subordinate to the lien of this instrument and any person dealing with said premises after the recording of this instrument is hereby charged with notice of and consent to this stipulation, and with a waiver of any lien except as subject and subordinate hereto.

11. In the event of the passage, after the date of this Mortgage, of any law of the State of Illinois deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of Mortgages for State or local purposes or the manner of collection of such tax so as to make it obligatory upon the mortgagee to pay such tax, or if any such tax is imposed under any existing law, then the whole of the principal sum secured hereby, together with accrued interest thereon shall, at the option of the mortgagee, after thirty (30) days notice to the mortgagee, become due and payable, and the said mortgagee shall have the right to foreclose immediately this

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Mortgage, unless said Mortgagee shall pay such tax or charge forthwith upon demand or unless adequate title insurance over any such lien is provided to Mortgagee; provided, however, that should the payment of such tax or charge result in usury, then only such portion of such tax or charge shall be paid by the Mortgagee as will not amount to an exaction of interest in excess of the highest rate permitted by law.

12. All rights and remedies given to the Mortgagee by the covenants, undertakings and provisions of this Mortgage, are deemed to be cumulative and not in any way in derogation of the rights of the Mortgagee under the laws of the State of Illinois and the invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part hereof; and the failure on the part of the Mortgagee to exercise any option or privilege granted under the Note or Mortgage shall not be deemed a waiver of such option or privilege nor estop the Mortgagee from at any time in the future exercising such option or privilege.

13. Every covenant and agreement, condition, promise and undertaking herein, of said Mortgagee, shall run with the land, is a condition upon which the loan secured was made, and is of the essence of this instrument, and breach of any thereof shall be deemed a material breach going to the substance hereof and shall extend to and be binding upon the Mortgagee and any and all persons claiming by, through or under the Mortgagee, to the same effect as if they were in every case named and expressed and all of the covenants hereof shall bind them and each of them, both jointly and severally and shall inure to the benefit of the Mortgagee, its successors and assigns; any notice to be given hereunder may be given by first-class mail, the date of mailing to be taken as the date of giving such notice and without respect to the actual receipt thereof.

14. Mortgagee agrees that as additional security for payment of the indebtedness secured hereby, any and all future leases or subleases made by Mortgagee or its tenants for all or any part of the premises shall, at the option of the Mortgagee, be assigned to Mortgagee. During the term of this Mortgage, each lease or sublease shall contain a provision requiring that at the election of the holder of the indebtedness, the tenant will assign any ~~permitted sublease to such holder.~~

15. Mortgagee shall provide Mortgagee with a certificate of insurance establishing that the Mortgagee, and each lessee of Mortgagee, are insured for comprehensive general public liability insurance with respect to the premises, which insurance shall provide single limit coverage for not less than \$1,000,000.00. Such insurance shall be placed with a company reasonably acceptable to the Mortgagee and shall provide that Mortgagee shall be given not less than ten (10) days advance notice of cancellation or termination of the policy.

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16. Mortgagor further covenants and agrees that Mortgagor shall have access to and the right to inspect said Premises at all reasonable times.

17. Any and all proceeds of awards made or to be made to Mortgagor, by any governmental or other lawful authority for the taking, pursuant to condemnation or eminent domain proceedings, of all or any part of the Premises, are hereby assigned by Mortgagor to Mortgagor, which awards Mortgagor is hereby authorized to collect and receive from the condemnation authorities. Mortgagor shall give Mortgagor immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceeding affecting all or any part of the Premises and shall deliver to Mortgagor copies of any and all papers served in connection with any such proceeding. Any portion of or interest in the Premises is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the judgment of Mortgagor, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Mortgagor, the entire indebtedness hereby secured shall immediately become due and payable. After deducting from such award for such taking, all of its expenses incurred in the collection and administration of such award, Mortgagor shall be entitled to apply the proceeds toward payment of such portion of the indebtedness hereby secured as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Mortgagor leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided no default has occurred and is then continuing, the award shall be applied to reimburse Mortgagor for the cost of restoration and rebuilding of the Premises in accordance with plans, specifications and procedures approved by Mortgagor.

18. Within thirty (30) days after the due date of every installment of real estate taxes or special assessments hereafter accruing with respect to the subject Premises, Mortgagor shall present to Mortgagor, a photographic or other duplicated copy of the receipted tax bill showing the payment of such installment, or other evidence satisfactory to the Mortgagor that the tax payment has been made.

19. If the Mortgagor, the beneficial owner of the Mortgagor trust, or any guarantors of the Note (herein individually and collectively called "principal party") shall make an assignment for the benefit of creditors, or if a receiver be appointed for a principal party or for any part of the Premises, or if a principal party files a petition in bankruptcy, or is adjudicated a bankrupt or files any petition or institutes any proceedings under the Federal bankruptcy laws of the United States, and such proceedings shall not be dismissed or order appointing a receiver shall not be dismissed within thirty (30) days, then on the happening of any one

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or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this Mortgage may thereupon be foreclosed for the whole of said principal, interest and costs.

20. Notwithstanding the intention hereinabove expressed that fixtures and equipment shall constitute a part of the real estate covered by the lien hereof, Mortgagee will, if and when requested so to do by the Mortgagee, execute and deliver and cause its beneficiaries to execute and deliver as additional security for said Note a separate Security Agreement (the "Security Agreement") and Financing Statement(s) covering all such fixtures and equipment, which Security Agreement shall constitute a valid first lien upon all such fixtures and equipment and remain such until the indebtedness under the Note secured hereby and all indebtedness hereunder shall have been paid in full. Mortgagee will from time to time, on request of the Mortgagee, execute and deliver or cause to be executed and delivered, such instruments of renewal or further assurance as the Mortgagee may deem appropriate in order to preserve and maintain at all times a continuous valid and subsisting first lien upon all of such fixtures and equipment and all replacements and renewals thereof until said indebtedness shall have been fully paid. Fixtures and equipment which the lessee of a portion of Premises has the right to remove are specifically excluded from the provisions of this clause, except to the extent that lessee's right to remove such fixtures and equipment shall be forfeited under terms of all leases assigned by the assignment of Leases and Rents - Conditional, bearing even date herewith and given as additional security for the Note.

21. The Mortgagee promises to pay all costs, expenses and reasonable attorneys' fees incurred by the Mortgagee in collecting the debt secured hereby whether by foreclosure, suit or otherwise, in protecting or sustaining the lien of this Mortgage or in any litigation or controversy arising from or in connection with said Note or this Mortgage, together with interest thereon, from the date of payment at the Default Rate and the Mortgagee agrees that any such sums and the interest thereon shall be a lien on said Premises and property and shall be secured by this Mortgage.

22. Mortgagee hereby represents, covenants and agrees that the principal obligation secured hereby constitutes a non-usurious business loan within the purview of the laws of the State of Illinois.

23. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to any party hereto at its address stated above or at such other address of which it shall have notified the party giving such notice in writing. Whenever in this Mortgage the giving of notice by mail

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or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

24. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

25. Mortgages shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgages for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. The Mortgages hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgages, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

26. Wherever possible each provision of this mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this mortgage. In the event of a conflict of any of the terms and provisions of this mortgage with the terms and provisions of any other instrument or agreement given to evidence or secure the indebtedness evidenced by the Note, the mortgagee may at its option determine which terms and provisions shall prevail.

27. It is specifically agreed that time is of the essence of this mortgage. The waiver of any option, or any obligations secured hereby, shall not at any time thereafter be held to be abandonment of such rights. Notice of the exercise of any option granted to the mortgagee herein, or in the Note secured hereby, is not required to be given.

28. All of the covenants herein contained of Mortgage shall bind Mortgage, its successors and assigns, and the benefits and advantages thereof shall inure to the benefit of the Mortgage, its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

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Mortgagee shall not take any action (such as obtaining an additional advance; taking another loan; or otherwise), which would result in an increase in the amount secured by the First Mortgage, other than an increase in an amount not to exceed \$200,000 for the purpose of paying the cost of tenant improvements for the real estate described on Exhibit A.

Mortgagee shall not seek any waiver of payments or extension of the time for payments on the First Mortgage and shall make all payments on the First Mortgage when scheduled.

Mortgagee shall not seek any waiver of payments or extension of advances therefor. If the First Mortgage shall be in default by reason of nonpayment of principal interest, or any part thereof, or otherwise, the mortgagee may cure such default and the cost of curing such default, with interest at the Default Rate from time to time of the advance or advances therefor shall be added to the indebtedness secured by this Mortgage and the accompanying Note, and may be collected thereunder at any time after the time of such advance or advances therefor.

If the First Mortgage shall be in default for any reason, and should the maturity of the payments required thereunder be accelerated, or should any suit be commenced to foreclose the First Mortgage, then the amount secured by this Mortgage and the accompanying Note shall be due and payable at the option of the owner or holder of this mortgage.

If the First Mortgage shall be in default for any reason, and as document number LR 3748004 (collectively the "First Mortgage"), 88-486332 on October 21, 1988 and filed with the Registrar of Titles the principal amount of \$3,700,000, recorded as document number made by Mortgagee to Bank of New England N.A., securing a Note in Conditional Assignment of Leases and Rents dated September 19, 1988 of Titles as document number LR 3748003 and under that certain number 88-486331 on October 21, 1988, and filed with the Registrar Note in the principal amount of \$3,700,000, recorded as document made by the Mortgagee to the Bank of New England N.A., securing a certain Mortgage and Security Agreement dated September 19, 1988 inferior to the rights of Bank of New England N.A. under that herein to the contrary, the rights of Mortgagee are junior and 30. This is a Junior Mortgage. Notwithstanding any provision

at the principal place of business of Mortgagee. Mortgagee shall also have the right, upon reasonable notice to Mortgagee, to inspect the books and records of Mortgagee. Mortgagee for each calendar year in form and content acceptable to provide Mortgagee with financial statements of the beneficiary of 29. On or before January 31 of each year, Mortgagee agrees to

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32. This mortgage is executed by the Lasalle National Bank, not personally but as Trustee of Trust Agreement dated November 1, 1988, and known as Trust No. ~~1111~~, in the exercise of the power and authority conferred upon and vested in it by the aforesaid Trust Agreement, and every other power and authority thereto it enabling (and the Lasalle National Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said mortgage contained shall be construed as creating any liability on the Lasalle National Bank personally or any liability upon the beneficiary of the trust created by said Trust Agreement to pay said Note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained (except the covenant relating to the authority of Lasalle National Bank to execute this mortgage) all such liability, if any, being expressly waived by the Mortgagee and that any recovery on the Mortgage secured hereby shall be solely against and out of the Premises hereby conveyed, by enforcement of other security for the Note, by enforcement of the provisions hereof but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Mortgage or any issuer of a letter of credit.

31. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against all liability, directly or indirectly, arising out of any of the following prior to or after the date hereof: the use, generation, storage or disposal of Hazardous Substances, including, without limitation, the cost of any required or necessary repair, clean-up or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the Premises as a result of the use, generation, storage or disposal of Hazardous Substances. The foregoing indemnification shall survive repayment of the Note. For purposes of this Mortgage, "Hazardous Substances" means any toxic or hazardous wastes or substances, including, without limitation, asbestos, PCB's, substances defined in "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §3051 et seq., Hazardous Materials Transportation Act, 42 U.S.C. §1802, The Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., and in the Toxic Substance Control Act of 1876, as amended, 15 U.S.C. §2601 et seq., or in any applicable state environmental statutes.

A default under the Loan Agreement, or the Note, or any of the Loan Documents, or under the First Mortgage, or any other document shall be deemed a default under this Mortgage.

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Thomas J. Kelly  
Pedersen & Hout  
180 North LaSalle Street - Suite 3400  
Chicago, Illinois 60601  
Box 68

Prepared by and when  
recorded return to:

ASTL Secretary

*ASTL Secretary*

ATTEST.

LASALLE NATIONAL BANK OF CHICAGO,  
not personally but as Trustee  
aforesaid  
By *[Signature]*  
its Vice President

IN WITNESS WHEREOF, Mortgagor has caused these presents to be  
duly executed, the day and year first above written.

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1989 OCT 17

NOTARIAL

22995510

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My Commission Expires:

Notary Public

*Joseph W. Lang*

*October 17, 1989*

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of October, 1989.

I, WIKKI BENDER, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOSEPH W. LANG, President of Lasalle National Bank, and Robert Collins, Secretary of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President and Secretary, respectively appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the act of said bank for the uses and purposes therein set forth, and that said President Secretary then and there acknowledged that he as custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument as his own free and voluntary act and as the act of said bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

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CAROL HUGHES BRAUN  
REGISTRAR OF TITLES

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DEPT-66 RECORDING \$27.00  
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 COOK COUNTY RECORDER



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Description of Premises

The following property located in Cook County, Illinois.

The west 516.68 feet of Lot 13 in Centex Industrial Park, Unit No. 3, being a subdivision in Section 35, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 1, 1959, as Document 17525861 and filed in the Office of the Registrar of Titles as Document LR1038615 in Cook County, Illinois.

Address of Premises: 2201 Lunt Avenue

Eik Grove Village, Illinois

Property Index No.: 08-35-202-022-000

EXHIBIT A

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1. The First Mortgage.
2. General taxes for the Second installment of 1988 and subsequent years.
3. 25ft Building Line.
4. Easement for sewer telephone, electric on North and West 25 feet (as reduced in size).
5. Easement for drainage over the South 15 ft (as reduced in size).
6. Covenants and Restrictions. Document Numbers 17670724, LR 1888212, 17692735, LR 1892279.
7. SPUR Tracks if any.
8. Unrecorded Leases if any.

Permitted Encumbrances

EXHIBIT B

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