

James L. Marovitz  
Sidley & Austin One  
First National Plaza  
Chicago, Illinois 60603

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

WHEREAS, the GLI Term Loans, the Revolving Loans and  
the Letters of Credit shall mature or expire no later than  
March 31, 1994, except as provided in the Loan Agreement; and

WHEREAS, pursuant to the terms and provisions of the  
Loan Agreement, the Lenders have agreed to provide for the  
issuance of certain Letters of Credit (as defined in the Loan  
Agreement) to or for the benefit of Mortgagor; and

WHEREAS, pursuant to the terms and provisions of the  
Loan Agreement, the Lenders have agreed to make certain GLI Term  
Loans (as defined in the Loan Agreement) to Mortgagor; and

W I T N E S S E T H :

THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT  
AND ASSIGNMENT OF LEASES AND RENTS ("Mortgage"), dated as of  
March 27, 1989, made by GREYHOUND LINES, INC., a Delaware  
corporation ("Mortgagor"), having its chief executive office at  
901 Main Street, Suite 2500, Dallas, Texas 75202, in favor of  
SECURITY PACIFIC BUSINESS CREDIT INC., a Delaware corporation  
("Mortgagee"), having an office at 140 East 45th Street, New  
York, New York 10017, in its capacity as Agent (as defined in the  
Loan Agreement) for itself and the financial institutions that  
may from time to time constitute Lenders (as defined in the Loan  
Agreement) under that certain Loan and Security Agreement (the  
Loan and Security Agreement, together with any and all renewals,  
extensions, increases and modifications thereof as hereinafter  
referred to as the "Loan Agreement"), of even date herewith, by  
and among the Agent, Eagle Bus Manufacturing, Inc., a Delaware  
corporation, the Lenders and the Mortgagor.

MORTGAGE, SECURITY AGREEMENT,  
FINANCING STATEMENT AND  
ASSIGNMENT OF LEASES AND RENTS

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SITE NOS. 44, 45 AND 46  
ILLINOIS-COOK

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TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagee may now have or hereafter acquire in and to (a) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and

which Land, together with all right, title and interest, if any, which Mortgagee may now have or hereafter acquire in and to all improvements, buildings and structures thereon of every nature whatsoever, is herein called the "Premises."

See Exhibit A attached hereto and by this reference made a part hereof

NOW, THEREFORE, in consideration of the premises contained herein and to secure payment of the liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagee does hereby grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns, and grant a security interest to Mortgagee, its successors and assigns (the "Land") in Cook County, Illinois: described real estate (the "Land") in Cook County, Illinois:

WHEREAS, the liabilities secured hereby shall not exceed an aggregate principal amount, at any one time outstanding of Two Hundred Million and No/100 Dollars (\$200,000,000), provided, that the foregoing limitation shall apply only to the lien upon the real property created by this Mortgage, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Mortgagee under the provisions of the Loan Agreement or under any other security agreement at any time executed by Mortgagee;

WHEREAS, as a condition to the extension of certain financial accommodations to Mortgagee by the Lenders, including, without limitation, the extensions of credit evidenced by the Loan Agreement, Mortgagee has required that Mortgagee enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure (1) the payment of the principal amount of the G/LI Term Loans, together with interest thereon; (2) the payment of the principal amount of the Revolving Loans, together with interest thereon, and all Letter of Credit Obligations (as defined in the Loan Agreement) as well as all other Obligations, including, but not limited to, Mortgagee's obligations under the Eagle Guaranty (all as defined and provided in the Loan Agreement) of Mortgagee to the Lenders; and (3) all other payment and performance obligations related to this Mortgage (the aforesaid Obligations of Mortgagee to the Lenders, together with the other payment and performance obligations being hereinafter referred to collectively as the "Liabilities"); and

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including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagee may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the premises, including, but not limited to (a) all apparatus, machinery and equipment of Mortgagee; and (b) all extensions, additions, improvements, renewals, substitutions and replacements to or of any of the foregoing (the items described in the foregoing (a) and (b) being the "fixtures"); as well as all personal property and equipment of every nature whatsoever now or hereafter located in or on the premises, including but not limited to (c) all screens, window shades, blinds, drapery, storm doors and windows, floor coverings, and awnings of Mortgagee; (d) all apparatus, machinery, equipment and appliances of Mortgagee not included as fixtures; (e) all items of furniture, furnishings and personal property of Mortgagee; and (f) all extensions, additions, improvements, renewals, substitutions and replacements to or of any of the foregoing (c)-(e) (the items described in the foregoing (c)-(f) and any other personal property referred to in this paragraph being the "personal property") and in and to the proceeds of the Personal Property. It is mutually agreed, intended and declared that the premises and all of the property rights and fixtures owned by Mortgagee (referred to collectively herein as the "Real Property") shall, so far as permitted by law, be deemed to form a part and parcel of the land and for the purpose of this Mortgage to be real estate and covered by this Mortgage. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a security agreement, fixture filing and financing statement, and Mortgagee agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may reasonably require from time to time to perfect or renew such security interest under the Uniform Commercial Code. To the extent permitted by law, (1) all of the fixtures are or are to

powers, and public places adjoining said land, and any other interests in property constituting appurtenances to the premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (b) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a) and (b) above (hereinafter the "Property Rights").

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As additional security for the liabilities secured hereby, Mortgagor does (i) hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases"). Mortgagee hereby grants to Mortgagor the right to collect and use the Rents as they become due and payable under the Leases, but not more than one (1) month

TOGETHER WITH all the estate, right, title and interest of the Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Mortgaged Property (as hereinafter defined), or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Mortgaged Property or any part thereof; and (except as otherwise provided herein or in the Loan Agreement) the Mortgagor is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and to apply the same as provided in the Loan Agreement; and (ii) all contract rights, general intangibles, actions and rights in action relating to the Mortgaged Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Mortgaged Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Mortgaged Property. (The rights and interests described in this paragraph shall hereinafter be called the "Intangibles.")

become fixtures on the Land; and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning of Sections 9-313 and 9-402 of the Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed in Paragraph 7 hereof and in the Loan Agreement.

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in advance thereof, unless an "Event of Default" (as defined in the Loan Agreement) shall have occurred, provided, that the assignment to any subsequent assignment, in whole or in part, by Mortgagee, and any subsequent assignment shall be subject to the rights of the Mortgagee under this Mortgage. Mortgagee further agrees to execute and deliver such assignments of leases or assignments of land sale contracts as Mortgagee may from time to time request. In the event of an Event of Default under the Loan Agreement (1) the Mortgagee agrees, upon demand, to deliver to the Mortgagee all of the leases with such additional assignments thereof as the Mortgagee may request and agrees that the Mortgagee may assume the management of the Real Property and collect the Rents, applying the same upon the liabilities in the manner provided in the Loan Agreement, and (2) the Mortgagee hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Real Property to pay the Rents due under the Leases to the Mortgagee upon request of the Mortgagee. Mortgagee hereby appoints Mortgagee as its true and lawful attorney in fact to manage said property and collect the Rents, with full power to bring suit for collection of the Rents and possession of the Real Property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that (1) this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needed or necessary and (2) Mortgagee agrees that until such Event of Default occurs as aforesaid, Mortgagee shall permit Mortgagee to perform the aforementioned management responsibilities. Upon Mortgagee's receipt of the Rents, at Mortgagee's option, it may pay: (1) reasonable charges for collection thereof, costs of reasonably necessary repairs and other reasonable costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums, and (3) the balance of the Rents pursuant to the provisions of the Loan Agreement. This power of attorney and assignment of rents shall be irrevocable until this Mortgagee shall have been satisfied and released of record and the releasing of this Mortgagee shall act as a revocation of this power of attorney and assignment of rents. This power of attorney and assignment of rents shall also be revoked upon the completion of a foreclosure sale of the Mortgaged Property or the sale of the Mortgaged Property by power of sale. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover the Rents, or any part thereof, now existing or hereafter made, and apply the same in accordance with the provisions of the Loan Agreement.

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1. Payment of Taxes on the Mortgage. Without limiting any of the provisions of the Loan Agreement, Mortgagee agrees that, if the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the premises or upon Mortgagee by reason of or as holder of any of the foregoing then, Mortgagee shall pay for such documentary stamps in the required amount and deliver them to Mortgagee or pay (or reimburse Mortgagee for) such taxes, assessments or impositions. Mortgagee agrees to exhibit to Mortgagee, at any time upon request, official receipts showing payment of all

The following provisions shall also constitute an integral part of this Mortgage:

TO HAVE AND TO HOLD the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth. Mortgagee hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws, if any, of the State of Illinois (the "State") and Mortgagee hereby covenants, represents and warrants that, at the time of the executing and delivery of these presents, Mortgagee is well seized of the Mortgaged Property in fee simple and with lawful authority to sell, assign, convey and mortgage the Mortgaged Property, and that the title to the Mortgaged Property is free and clear of all encumbrances, except as described on Exhibit B attached hereto and made a part hereof, and that, except for the encumbrances set forth on Exhibit B, Mortgagee will forever defend the same against all lawful claims.

Nothing herein contained shall be construed as constituting the mortgage a mortgage-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the mortgagee. Nothing contained in this Mortgage shall be construed as imposing on Mortgagee any of the obligations of the lessor under any lease of the Mortgaged Property in the absence of an explicit assumption thereof by Mortgagee. In the exercise of the powers herein granted the Mortgagee, except as provided in the Loan Agreement, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagee.

All of the property described above, and each item of property therein described, including, but not limited to, the Land, the Premises, the Property Rights, the Fixtures, the Personal Property, the Real Property, the Intangibles, the Rents and the Leases, is herein referred to as the "Mortgaged Property."

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taxes, assessments and charges which Mortgagee is required or elects to pay under this paragraph. Mortgagee agrees to indemnify Mortgagee against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the liabilities and regardless of whether this Mortgage shall have been released, provided, that following a foreclosure sale or a sale of the Mortgaged Property by power of sale, Mortgagee shall not be liable for any real estate taxes assessed against the Mortgaged Property, except for any such taxes that relate to a period of time during which Mortgagee had an interest in the Mortgaged Property.

2. Leases Affecting the Real Property. Without limiting any of the provisions of the Loan Agreement, Mortgagee agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the occupancy of the Real Property at any time assigned to Mortgagee as additional security, and to refrain from any action or inaction which would result in termination of any such leases or agreements (except during the ordinary course of business), or in the diminution of the value thereof or of the rents or revenues due thereunder. All future leases under any lease of the Real Property, or any part thereof, made after the date of recording of this Mortgage shall, at Mortgagee's option and without any further documentation, attach to Mortgagee as lessor if for any reason Mortgagee becomes lessor thereunder, and, upon demand, pay rent to Mortgagee, and Mortgagee shall not be responsible under such lease for matters arising prior to Mortgagee becoming lessor thereunder.

3. Use of the Real Property. Mortgagee agrees that it shall not permit the public to use the Real Property in any manner that might tend, in Mortgagee's reasonable judgment, to impair Mortgagee's title to such property or any portion thereof, or to make possible any claim or claims of easement by prescription or of implied dedication to public use.

4. Indemnification. Mortgagee shall not use or permit the use of any part of the Real Property for an illegal purpose, including, without limitation, the violation of any environmental laws, statutes, codes, regulations or practices. Without limiting any indemnification Mortgagee has granted in the Loan Agreement, Mortgagee agrees to indemnify and hold harmless Mortgagee from and against any and all losses, suits, liabilities, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' and paralegals' fees, court costs and disbursements) which may be imposed on, incurred or paid by or asserted against Mortgagee or the Real Property, as the case may be, by reason or on account of or in connection with (i) the construction, reconstruction or alteration of the Real Property, (ii) any negligence or

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(a) Mortgagee's Power of Enforcement. It shall be lawful for Mortgagee to (i) immediately sell the Mortgaged property either in whole or in separate parcels, as prescribed by the State law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by the State law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance subject to the matters set forth on Exhibit B hereof pursuant to applicable law or (ii) immediately foreclose this Mortgage by judicial action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loans hereby secured are made) for the benefit of Mortgagee, with power to collect the Rents,

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7. Remedies. Subject to the provisions of the Loan Agreement, during the existence of an event of default under the terms of the Loan Agreement, in addition to any rights and remedies provided for in the Loan Agreement, and to the extent permitted by applicable law, the following provisions shall apply:

6. Condemnation Awards. Mortgagee hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Property for public use, and Mortgagee agrees that the proceeds of all such awards shall be paid and applied as specified in the Loan Agreement.

5. Insurance. Mortgagee shall, at its sole expense, obtain for, deliver to, assign and maintain for the benefit of Mortgagee, until the Liabilities are paid in full, insurance policies as specified in the Loan Agreement. In the event of a casualty loss, the net insurance proceeds from such insurance policies shall be paid and applied as specified in the Loan Agreement.

misconduct of Mortgagee, any lessee of the Real Property, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Real Property or any street, drive, sidewalk, curb or passageway adjacent thereto, or (iv) any other transaction arising out of or in any way connected with the Mortgaged Property, provided that Mortgagee shall not be liable for any event occurring after Mortgagee ceases to have an interest in the Mortgaged Property.

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due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Real Property, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any reasonably necessary repairs to the Real Property, and may pay all or any part of the liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgage in possession of the Real Property with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in-possession under applicable law.

(a) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Real Property, expel and remove any persons, goods or chattels occupying or upon the same, to collect or receive all the Rents, and to manage and control the same, and to lease the same or any part thereof, from time to time, and after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Real Property, distribute and apply the remaining net income in accordance with the terms of the Loan Agreement or upon any deficiency decree entered in any foreclosure proceedings.

(b) Application of the Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action, or any sale of the mortgaged property by advertisement, in addition to any of the terms and provisions of the Loan Agreement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the Rents or the proceeds of such foreclosure proceedings and/or sale:

- (a) Liabilities. All of the liabilities and other sums secured hereby which then remain unpaid; and
- (b) Other Advances. All other items advanced or paid by Mortgagee pursuant to this Mortgage; and
- (c) Costs, Fees and Other Expenses. All court costs, reasonable attorneys' and reasonable paralegals' fees and expenses, appraiser's fees, advertising costs, filing fees and transfer taxes, notice expenses, expenditures for documentary and expert evidence, reasonable stenographer's charges, publication

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costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which mortgagee in the reasonable exercise of its judgment may deem necessary. All such expenses shall become additional liabilities secured hereby when paid or incurred by mortgagee in connection with any proceedings, including, but not limited to, probate and bankruptcy proceedings, to which mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceeding or mortgagee's exercise of the power of sale) shall be distributed and applied in accordance with the terms of the loan agreement.

9. Cumulative Remedies: Delay or Omission Not a Waiver. Each remedy or right of mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any event of default shall impair any such remedy or right or be construed to be a waiver of any such event of default or acquiescence therein, nor shall it affect any subsequent event of default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by mortgagee.

10. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this mortgage, and if this mortgage is foreclosed upon, or judgment is entered upon any liabilities secured hereby, or if mortgagee exercises its power of sale, execution may be made upon or upon all of such properties, lots or parcels and not upon the others, or separately, and at different times or at the same time and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at mortgagee's election.

11. No Merger. In the event of a foreclosure of this mortgage or any other mortgage or deed of trust securing the liabilities, the liabilities then due the mortgagee shall not be merged into any decree of foreclosure entered by the court, and mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said liabilities.

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15. Satisfaction of Mortgage. Upon full payment of all the Liabilities, at the time and in the manner provided in the Loan Agreement, and the termination of the Loan Agreement, or upon satisfaction of the conditions set forth in the Loan

14. Governing Law. Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State of New York, except for those provisions regarding creation, perfection, priority or enforceability of any and all rights and remedies provided for herein, which shall be governed by the laws of the State. 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 or shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

13. Extension of Payments. Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagor of its rights and privileges hereunder), Mortgagor may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby, but otherwise subject to the provisions of the Loan Agreement, extend the time, or agree to alter or amend the terms of payment of such Liabilities. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Liabilities or the remainder of the security.

or to such other address as each party may designate for itself by like notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall not adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

Johnson & Swanson  
Founders Square  
900 Jackson Street  
Dallas, Texas 75202-4499  
Attention: Lawrence D. Stuart, Jr., Esq.  
Telecopier No.: 214/977-9004

with a copy to:

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19. Future Advances. This Mortgage is given for the purpose of securing loan advances and other extensions of credit

18. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between the Mortgage and the Loan Agreement, the provisions of the Loan Agreement shall govern.

17. Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that at all times during the existence of an event of default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; 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 so do, the benefit of all such laws and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagor or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. To the full extent permitted by law, Mortgagor hereby waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof.

16. Successors and Assigns Included in Parties. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their respective successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

Agreement for release of the Mortgaged Property from this Mortgage, this conveyance or lien shall be null and void and, upon demand therefor following such payment or satisfaction of the conditions set forth in the Loan Agreement for release of the Mortgaged Property, as the case may be, a satisfaction of mortgage or reconveyance of the Mortgaged Property shall promptly be provided by Mortgagee to Mortgagor.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County

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IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by the person or persons identified below on behalf of Mortgagor (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

22. Time of Essence. Time is of the essence with respect to the provisions of this Mortgage.

21. Changes. Neither this mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

20. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Loan Agreement shall not be in any way affected, prejudiced or disturbed thereby. In the event that the application of any of the covenants, agreements, terms or provisions of this mortgage is held to be invalid, illegal or unenforceable, those covenants, agreements, terms and provisions shall not be in any way affected, prejudiced or disturbed when otherwise applied.

which the Mortgagee may make to or for Mortgagor pursuant and subject to the terms and provisions of the Loan Agreement. The obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances and other extensions of credit made after this Mortgage is delivered to the Recorder of Deeds, Cook County, Illinois, whether made pursuant to an obligation of Mortgage or otherwise, provided that such advances and other extensions of credit are within twenty (20) years from the date hereof and in such event, such advances and other extensions of credit shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance or other extension of credit made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance or other extension of credit is made. Such loan advances may or may not be evidenced by notes executed pursuant to the Loan Agreement. All future advances shall have the same priority as the original advance.

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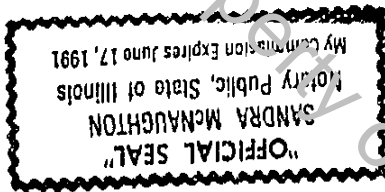
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09699163



My commission expires: \_\_\_\_\_

Notary Public  
*Sandra McNaughton*

Given under my hand and official seal, this 28th day of March, 1989.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that J.M. Doyle, personally known to me to be the Senior Vice-President of Greyhound Lines, Inc., a Delaware corporation, and G.W. Hawthorn, personally known to me to be the Asst. Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice-President and Asst. Secretary, they signed and delivered said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

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JAN 10 2011



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89166360  
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Legal Description

EXHIBIT A

Site No. 4546

Lots 12, 13, 14, 15, 16, 17, 18 and 19 in Block 97, all of Block 98, and that part of vacated North Branch Water Street lying between Blocks 97 and 98, all in Elston's Addition to Chicago in the South West Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers: 17-04-315-007

17-04-315-008

17-04-328-006

Volume: 498

Site No. 4645

PARCEL 1:

Lots 7 and 8 (except the North 26 feet of said lots) Lots 11 to 14 both inclusive, 17, 18, 19 and the North 1/2 of Lot 20 and all of Lot 24 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 1 to 4 both inclusive in Berdel and Maurer's Subdivision of Lot 23 and the South 1/2 of Lot 20 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 3:

Lot 9 (except the North 26 feet thereof), Lots 10, 15 and 16 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

ALSO

Lots 1 to 5 in Assessor's Division of Lots 21 and 22 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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Property address:  
901-931 N. Halsted St., Harrison & Jefferson Sts.  
Chicago Ill.

PARCEL 3:  
Lots 12 and 13 in Block 81 in Elston Addition to Chicago in the South East Quarter  
of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian in  
Cook County, Illinois.  
PERMANENT TAX NUMBERS: 17-05-410-004  
17-05-410-006  
17-05-410-005  
17-05-410-007  
17-05-410-008  
VOLUME: 500

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COOK COUNTY CLERK'S OFFICE  
100 NORTH WASHINGTON STREET  
CHICAGO, ILLINOIS 60602  
TEL: (312) 603-4000  
WWW.COOKCOUNTYCLERK.COM

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DEPT-01 \$32.00  
T#1111 TRAN 0194 04/14/89 13:36:00  
#1904 # 5 \* -99-166360  
COOK COUNTY RECORDER

Those title exceptions listed on the marked up title commitment issued by Tigor Title Insurance Corporation covering the property described on Exhibit A hereof and dated as of the date of the disbursement of the GLI Term Loans (as defined herein).

Permitted Exceptions to Title:

EXHIBIT B

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30714000

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