

MAIL TO:

THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO:

Rebecca Block, Esq.
WILDMAN, HARROLD, ALLEN & DIXON
One IBM Plaza, Suite 3000
Chicago, Illinois 60611

MORTGAGE AND ASSIGNMENT OF RENTS

89-171

THIS INDENTURE, made June 8th, 1989, between First National Bank and Trust Company of Barrington, as Trustee, under Trust Agreement dated July 1, 1986 and known as Trust Number 1-3318, herein referred to as "Mortgagor," and Quaker State Oil Refining Corporation, a Delaware Corporation with its principal place of business at 255 Elm Street, Oil City, Pennsylvania, herein referred to as "Mortgagee," witnesseth:

THAT, WHEREAS, the Mortgagor is justly indebted to the Mortgagee upon an installment Note of even date herewith, in the principal sum of FIFTY THOUSAND AND NO/00 DOLLARS (\$50,000.00), herein referred to as "Note," payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagor promises to pay the principal sum and interest at the rate and in installments as provided in said Note, with a final payment of the balance due on the 15th day of June, 1996, and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 225 Elm Street, Oil City, PA.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of covenants and agreements herein contained, by the Mortgagor to be performed, along with certain other sums owed to the Mortgagee by the Mortgagor by virtue of promissory notes dated November 27, 1985 and April 28, 1987, each in the original principal amount of \$50,000, as well as those sums owed by the Mortgagor to the Mortgagee by virtue of its purchase of inventory on open account, as well as any sums which may be advanced from time to time by the Mortgagee to the Mortgagor, provided, however, that in the aggregate the sums secured hereby shall not exceed \$750,000.00, and also in consideration of the sum of One Dollar in hand paid, the receipt which is hereby acknowledged, do by these presents convey and warrant unto the Mortgagee, and the Mortgagee's successors and assigns, the Real Estate described in Exhibit A hereto, and all of their estate, right, title and interest therein, situate, lying and being in the County of Cook, and State of Illinois, which, with the property hereinafter described is referred to herein as the "Premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and

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windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. This is a junior mortgage and is subject to a mortgage dated June __, 1989 between the Mortgagor herein and Countryside Bank and further subject to a mortgage dated June __, 1989 between Mortgagor herein and Greater Metropolitan Chicago Development Corporation ("Prior Mortgages"). A default under said Prior Mortgages shall constitute a default under this mortgage.

2. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (6) make no material alterations in said Premises except as required by law or municipal ordinance.

3. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee

(a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

5. If, by the laws of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

6. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.

7. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby and by the Prior Mortgages, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

8. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account any default hereunder on the part of the Mortgagor.

9. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during the further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

14. 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.

15. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Mortgagor does hereby waive any and all rights from sale under any order or decree foreclosing this mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the property.

17. The Mortgagor shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the Premises. No such deposit shall bear any interest.

18. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

19. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

20. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

21. All unpaid indebtedness secured by this mortgage shall become at once due and payable at the election of the Mortgagee, in the event that Mortgagor conveys, sells, transfers or assigns, or permits to be conveyed, sold, transferred or assigned, in any

10. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained or (c) when, pursuant to the terms of said Note, Mortgagee exercises its right to accelerate the indebtedness evidenced thereby.

11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, or in connection with any other action taken by Mortgagee to enforce the terms of this Mortgage, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either (a) to prosecute such suit; (b) to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises; or (c) to complete any other such enforcement action. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note, fourth, any overplus to Mortgagor, its heirs, legal representatives or assigns, as its rights may appear.

13. Upon or at any time after the filing of the complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises

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manner, the premises or any interest of Mortgagor therein, whether by deed or assignment of beneficial interest in Mortgagor.

22. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, purpose or indemnities, representations, covenants, undertakings and agreements herein referred to or made on the part of the Mortgagor, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Mortgagor in its capacity as land trustee or for the purpose or with the intention of binding said Mortgagor in its capacity as land trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described or referred to in this Loan Agreement, and this instrument is executed and delivered by the Mortgagor not in its own right, but solely in the exercise of the powers conferred upon it as such land trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Mortgagor on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Mortgagor herein contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF

Harris Bank Barrington, National Association, formerly
First National Bank and Trust Company
of Barrington,
As Trustee as aforesaid
and not personally

[Signature]

Philip H. Johns, Land Trust Officer

By: *[Signature]*

JOHN A. MCHONEY, TRUST OFFICER

This instrument is executed by HARRIS BANK BARRINGTON, National Association, a national banking association, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 7-1-35, and known as Trust No. 11-3318 (hereinafter "the Trust") in the exercise of the power and authority conferred upon and vested in it as such Trustee.

It is expressly understood and agreed by and between the parties hereto, (nothing herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made or the purpose or with the intention of binding HARRIS BANK BARRINGTON in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the Trust; and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust, and HARRIS BANK BARRINGTON hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON has no obligations or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said Company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 1 IN FRANK'S NURSERY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWARD ALONG THE EASTERLY LINE OF SAID LOT 1, SOUTH 2 DEGREES 53 MINUTES 41 SECONDS WEST, A DISTANCE OF 140.26 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 31 SECONDS WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 29 SECONDS WEST, A DISTANCE OF 140.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1; THENCE EASTWARD ALONG THE SAID NORTHERLY LINE, NORTH 89 DEGREES 25 MINUTES 31 SECONDS EAST, A DISTANCE OF 148.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 18, 19, 20 AND 21 (EXCEPT THAT PART OF LOTS 20 AND 21 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF WEST IRVING PARK ROAD, SAID POINT BEING NORTH 89 DEGREES 37 MINUTES WEST 102.22 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF WEST IRVING PARK ROAD AND THE WESTERLY LINE OF NORTH MANGO AVENUE, THENCE FROM SAID BEGINNING POINT CONTINUING ALONG THE NORTHERLY LINE OF WEST IRVING PARK ROAD NORTH 89 DEGREES 37 MINUTES WEST 6 FEET TO A POINT IN THE WEST LINE OF SAID LOT 21; THENCE ALONG SAID WEST LINE DUE NORTH 125.93 FEET TO A POINT ON THE SOUTHERLY LINE OF A 16 FOOT WIDE ALLEY; THENCE ALONG SAID ALLEY LINE SOUTH 89 DEGREES 36 MINUTES 40 SECONDS EAST 27 FEET TO A POINT; THENCE DUE SOUTH ALONG LANDS OF THE GRANTOR 62 FEET TO A POINT; THENCE SOUTH 45 DEGREES 09 MINUTES 01 SECONDS WEST ALONG LANDS OF THE GRANTOR 29.63 FEET TO A POINT; THENCE DUE SOUTH ALONG LANDS OF THE GRANTOR 42 FEET TO THE NORTHERLY LINE OF WEST IRVING PARK ROAD TO THE POINT AND PLACE OF BEGINNING) ALL IN BLOCK 5 IN JOHN T. O'DEA'S IRVING PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF BLOCK 5 AND 6 ALSO VACATED BLOCKS 1, 2, 3 AND 4 AND VACATED STREET IN JOHN SOUERBRY'S SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 17 FEET OF BLOCK 5 AND 6), IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

LOTS 1 TO 4 IN BLOCK 2 IN H.O. STONE'S SUBDIVISION OF THE EAST 60 ACRES OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DEDICATED FOR BELMONT AVENUE AND EXCEPT THAT PART LYING NORTH OF BELMONT AVENUE) IN COOK COUNTY, ILLINOIS.