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(e) A Security Agreement and Assignment - Interest in Land Trust - Lasalle National Bank Trust No. 114439;

(d) Guaranty of CHARLES L. FRANKEL and ROBERTA FRANKEL and LOOMCRAFT TEXTILES & SUPPLY COMPANY;

(c) Assignment of Architect's of Plans and Construction Contract;

(b) A Security Agreement (the "Security Agreement") executed by Mortgagor, on property located at 645 N. Lakeview Parkway, Vernon Hills, Illinois 60061

(a) Two Assignments of Leases and Rents (the "Assignment") executed by Mortgagor and others on this parcel and another parcel, commonly known as 645 N. Lakeview Parkway, Vernon Hills, Illinois 60061

1.2 Description of other Lien Agreements. The payment of the Note is secured by this Second Mortgage and by:

1.1 Description of Note. The mortgagor has executed and delivered to Lender a Note (hereinafter referred to as the "Note") of even date herewith in the principal sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00). Mortgagor promises to pay to the order of Lender, out of the Mortgage Premises (as defined herein) and the income therefrom, the outstanding principal amount of the Note, together with interest on the principal from time to time outstanding at the annual rate of ONE HALF OF ONE PERCENT (0.5%) per annum in excess of the Lender's prime rate of interest in effect from time to time until maturity. The payment of interest is payable monthly and commences on the date upon which all or any portion of the Loan proceeds are initially disbursed, and continues until the principal and all interest is fully paid, or construction on the premises commonly known as 645 N. Lakeview Parkway, Vernon Hills, Illinois, 60061 is completed, which ever occurs first, but in no event later than July 10, 1990.

RECITALS

I

- THIS IS A SECOND MORTGAGE -

THIS MORTGAGE, dated July 11, 1989, is from AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, Trustee under trust agreement dated March 27, 1986 as Trust No. 67016 ("Mortgagor") to LASALLE BANK NORTHBROOK, 1200 Shermer Road, Northbrook, Illinois 60062 ("Lender").

SECOND MORTGAGE

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(d) Mortgagor's right, title and interest in all oral and written leases with, or other agreements for use and occupancy made or agreed to by, any person or entity pertaining to all or any part of the Land parcel improvements, whether

(c) All easements and tenements appurtenant to the Land parcel and the improvements;

(b) All buildings, improvements and fixtures (collectively the "Improvements") now or hereafter located on the Land parcel;

(a) That certain parcel of Land (the "Land parcel") located in Lake County, Illinois, commonly known as 6343 Gross Point Road, Niles, Illinois, and legally described in Exhibit A attached hereto;

To secure the payment of the Note and any and all renewals, extensions, modifications and replacements thereof and to assure performance of the agreement contained herein and in the Note and the other Lien Agreements, Mortgagor hereby conveys, mortgages, pledges, grants a security interest in and assigns to Lender:

GRANTING CLAUSES

II

1.1 Business Loan. To induce Permanent Lender to consummate the Permanent Financing, the Mortgagor represents and covenants that the loan (the "Loan") is a business loan (as such term is used in Ill. Rev. Stat. Ch. 17, Sec. 6404, as amended) to Mortgagor, that Mortgagor owns and operates a commercial or industrial enterprise which is carried on for the purpose of investment or profit in connection with the Mortgage premises and that the funds hereby derived will be used solely to further such commercial or industrial enterprise.

1.3 Title to Mortgage Premises. Mortgagor covenants that Mortgagor is the holder of the fee simple title to the Mortgage Premises (as hereinafter defined), that the Mortgage Premise is not Homestead property as such term is used in Ill. Rev. Stat. Ch. 110, Sec. 12-901, that Mortgagor has legal power and authority to mortgage and convey the Mortgage Premises, and that this Mortgage creates a Junior Lien on the Mortgage Premises.

(g) All such other collateral documentation now or hereinafter held by Lender.

(f) A Mortgage on premises known as 645 N. Lakeview Parkway, Vernon Hills, Illinois 60061.

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- (d) Comply with all laws, ordinances, licenses and within applicable cure period.
 - (e) Not permit any lien (including a lien junior to the lien hereof) to attach to or remain on the mortgage premises without the prior written approval of Lender, unless such lien(s) is promptly discharged, insured over, or released with in applicable cure period.
 - (f) Pay when due all sums accruing under this Mortgage, the Mortgage described in 1.2(f) above, and the Note or both.
 - (g) Keep the Mortgage premises and all components thereof in good condition and repair, without waste.
- 3.1 COVENANTS DURING MORTGAGE TERM. At all times until the lien of the Mortgage is released, Mortgagor shall:

COVENANTS

III

property owned by any entity directly or indirectly controlled by any or all of Mortgagor (or their successors or assigns) and now or hereafter located in or on the Land Parcel or in the improvements, except property of Lessee. The foregoing property described in this Article II is hereinafter collectively referred to as the "Mortgage Premises".

(f) All other personal property now or hereafter owned by Mortgagor or their successors or assigns and located on the Land Parcel or in the Improvements ("Personality").

(g) All apparatus, equipment, articles and fixtures (other than fixtures which are a part of the Improvements), now or hereafter owned by Mortgagor or partners of their successors or assigns and located in or on the Land Parcel or in the improvement used or to be used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, transportation and storage, including (without restricting the foregoing) screens, window coverings, window shades, storm door and windows, floor coverings, carpets, awnings, stoves, water heaters, gas and electric equipment, elevators, pumps, motors, dynamos, cabinets and shelving and plumbing, laundry, refrigerating and cooling equipment, replacements of any such articles and all property owned by Mortgagor and used for similar purposes now or hereafter in or to the Land Parcel or in the Improvements (all such Apparatus, equipment and articles being herein collectively referred to as "Apparatus").

(h) All apparatus, equipment, articles and fixtures (other than fixtures which are a part of the Improvements), now or hereafter owned by Mortgagor or partners of their successors or assigns and located in or on the Land Parcel or in the improvement used or to be used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, transportation and storage, including (without restricting the foregoing) screens, window coverings, window shades, storm door and windows, floor coverings, carpets, awnings, stoves, water heaters, gas and electric equipment, elevators, pumps, motors, dynamos, cabinets and shelving and plumbing, laundry, refrigerating and cooling equipment, replacements of any such articles and all property owned by Mortgagor and used for similar purposes now or hereafter in or to the Land Parcel or in the Improvements (all such Apparatus, equipment and articles being herein collectively referred to as "Apparatus").

(i) such leases have been heretofore or are hereafter made or agreed to and all rents, issues and profits of the Land Parcel and Improvements, the property described in this clause being hereby pledged primarily and on a parity with the Land Parcel and Improvements and not secondarily;

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(1) Not enter into or permit to be entered into any management contract or lease, sublease, license, concession or the like ("Management Contract") pertaining to the operation and management of the Mortgage Premises without the prior written consent of Lender not to be unreasonably withheld as to form and content, and following such approval, not to materially modify, default under, surrender, terminate, cancel,

(k) Except for the current lease, not permit any lease to be made of any portion or all of the Mortgage Premises without the prior written consent of Lender as to the form and content of each such lease, and following such approval, not to materially modify, default under, surrender, terminate, cancel, assign or grant concessions under any such lease without the prior written consent of Lender. Copies of all leases executed during duration of this Mortgage will be forwarded to Lender.

(j) Not permit the beneficial interest in the Land Trust to be assigned outright or collaterally assigned, directly or indirectly, voluntarily or involuntarily, without the prior written consent of Lender.

(i) Not permit title to the Mortgage Premises or any portion thereof to be transferred or conveyed directly or indirectly (voluntarily or involuntarily) without the prior written consent of Lender.

(h) Execute and deliver to or cause to be executed and delivered to Lender or reasonable notice any further agreements and assurances deemed reasonably necessary by Lender to effectuate and evidence a first lien on and a validly perfected security interest in the Mortgage Premises subject only to the encumbrances permitted by Lender.

(g) Permit Lender and its agents to have access to the Mortgage Premises at all reasonable times.

(f) Not permit any structural alterations of or improvements of the Mortgage Premises to be made, which are not approved by Lender and Village of Lake Forest for tenant improvements approved by Lender, and not cease to use mortgaged premises without the prior written consent of Lender.

(e) Not permit any fixtures, apparatus or personally to be sold, transferred, conveyed, leased, encumbered or alienated in any way or removed from the Mortgage Premises without the prior written consent of Lender, provided that Mortgagor shall have the right to replace fixtures, apparatus or personally with similar items having value and utility equivalent or superior to that existing on the date hereof, and provided that Lender shall have a first and paramount lien on such replacements.

governmental rulings applicable to the Mortgage Premises.

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(r) Deposit with an institution satisfactory to Lender (such institution herein being referred to as "Holder") on the first day of each month amounts sufficient in the opinion of Lender to create and maintain an adequate reserve fund from which to pay all insurance, tax, insurance, assessment and other like charge deposits are waived so long as taxes, insurance premiums, and assessments are timely paid and the loan is not in default. Such fund shall be held by Holder without liability for the payment for insurance, taxes, assessments or other similar charges paid by Mortgagee. The Holder, upon receipt of the Bills, shall pay from such fund premiums, taxes, assessments and other similar charges as they become due. There shall be no withdrawal from such funds for purposes other than the payment of insurance, taxes, assessments, and similar charges without the prior written approval of Lender. Holder shall not be required to determine the accuracy of any bill or the validity Lender. Holder shall not be required to determine the accuracy of any bill or the validity Lender. Holder shall not be required to determine the accuracy of any bill or the

(q) Cause the Mortgage Premises to be managed at all times in accordance with sound business practice.

(p) Provide Lender with such further information as reasonably requested by Lender concerning Mortgagee, the partners or the Mortgage Premises as

(o) Deliver to Lender within 90 days following the end of the tax year applicable to Mortgagee and any partnership or other entity formed by the partners of Borrower or any of them holding a legal or equitable interest in the premises, financial statements satisfactory to Lender, together with such interim financial statements as Lender may require and deliver to Lender upon request, Federal Income Tax Returns as Lender may request. All such financial statements shall be in a form satisfactory to Lender and in sufficient detail to give Lender a clear understanding of financial status providing full, fair and accurate disclosures.

(n) In the event of loss or damage to the Mortgage Premises, promptly remedy such loss or repair such damage, provided the proceeds of claims under casualty policies for any loss covered by any such casualty policies are made available to Mortgagee for such repair. Mortgagee's repair obligation is not limited to the amount of casualty insurance proceeds recovered from such claim.

(m) Cause to be timely performed all obligations of the lessor under any and all leases of all or any portion of the Mortgage Premises.

assign or grant concessions with respect to any Management Contract without the prior written consent of Lender; any security for the payment of the Note under such terms and conditions as shall be satisfactory to Lender.

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(11) Such other casualty and liability insurance policies as Lender shall from time to time require, but not limited to, flood insurance in an amount at least equal to the lesser of the principal

(1) policies insuring the Improvements, fixtures, Apparatus, personally and Tangible Good (as defined in the Security Agreement) from time to time constituting a part of the Mortgage Premises, against loss or damage by fire, theft, vandalism, malicious mischief and such other risks as Lender may from time to time require, including, but not limited to, those risks included in the term "extended coverage".

(a) At all times during the term of this Mortgage, Mortgagor shall carry or cause Mortgagor's General Contractor to carry:

3.2 Insurance and Condemnation.

(u) Not permit a stoppage of construction for a period longer than thirty (30) days, except for matters beyond the reasonable control of Mortgagor or the property commonly known as 645 N. Lakeview Parkway, Vernon Hills, Illinois 60061.

(t) Complete the Improvements commonly known as 645 N. Lakeview Parkway, Vernon Hills, Illinois 60061 in accordance with the plans and specifications approved by Lender and more completely described in 1.2 above.

(s) To the extent the items described in the immediately preceding subparagraph are not paid out of the reserve fund described therein, pay before penalties accrue all insurance premiums, taxes, assessments and other similar charges involving the Mortgage Premises and deliver to Lender at least ten (10) days prior to the due date thereof receipts evidencing payment of such items. If any law is enacted deducting mortgage liens from the value of Illinois land for the purpose of real estate taxation or requiring mortgages to pay a portion of real estate taxes, or pay any tax levied in substitution (in whole or in part) therefor, which has the practical effect of requiring Lender to pay any real estate taxes or the equivalent hereof in respect of the Mortgage Premises, or if there occurs a change in the taxation of mortgages so as to require Lender to pay tax by reason of its ownership of the Mortgage, Mortgagor shall pay any such tax or reimburse Lender for any payment it may make.

validity or any such insurance premiums, taxes, assessments or similar charges.

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(c) In case of loss or damage, the proceeds of claims under casualty policies pertaining to the mortgage premises shall be paid to Lender for application, at the option of Lender either (i) to the indebtedness (in the inverse order of maturity) with the balance of such proceeds, if any, paid to Mortgagee, or (ii) to the satisfaction of the mortgage premises and the Tangible Goods on such conditions and subject to such controls as Lender may impose in its absolute discretion, with the balance of such proceeds, if any applied (in the inverse order of maturity) against such indebtedness, provided, however, that Lender, in its reasonable discretion, determines that the mortgage premises can be restored with the insurance proceeds to a use equal in value to that immediately prior to such casualty, and the permanent Lender will extend its commitment until all construction is completed and consent to such restoration, Lender will use such proceeds to restore the premises. Lender is hereby authorized to act as attorney-in-fact for Mortgagee in obtaining, adjusting, settling and cancelling all insurance on the mortgage premises and the Tangible Goods, in endorsing any checks or drafts drawn by Lender on the mortgage premises and the Tangible Goods and in directing Mortgagee to endorse any such checks or drafts as Lender may direct, provided that if Mortgagee is not then in default hereunder, Mortgagee agrees to consult and cooperate with Mortgagee concerning any insurance settlement. Notwithstanding any other provision of this mortgage or the Note, no application of insurance proceeds to the indebtedness shall result in a prepayment premium or have the effect of curing any default or extending the time for making any payment due hereunder or under the Note. Lender shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of

(b) All such insurance policies shall at all times be in amounts reasonably satisfactory to Lender, be in form and substance and with companies acceptable to Lender, bear a noncontributory first mortgage endorsements in favor of Lender, be payable to and remain in force until the debt secured hereby is paid in full. Every such policy shall contain an agreement by the issuer thereof that such policy shall not be cancelled without at least 20 days prior written notice to Lender. Mortgagee shall pay or cause to be paid all premiums on such insurance policies in advance and shall not permit such premiums to be financed. In the event of a sale of the mortgage premises pursuant to a foreclosure of this mortgage or other transfer of title to mortgage premises in satisfaction in whole or in part of the indebtedness secured hereby, title to all such insurance policies and all unearned premiums thereon shall automatically pass to and vest in the purchaser or transferee.

balance of the loan or the maximum limit of coverage if the mortgaged premises are in an area that has been identified by an appropriate governmental official as an area having special flood hazards.

(iv) may make preparations for and do work in

(iii) may make preparations for the defense of any threatened proceeding which might affect the mortgage premises or the priority, validity or effectiveness of the lien created or intended to be created hereby, which proceeding may or may not be actually commenced; or

(ii) may make preparations for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced; or

(i) may be involved in court or administrative proceedings (including without restrictions the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority or pollution control proceedings) in which Lender may be a party or may be directly or indirectly involved or in which this mortgage, the Note, or the Other Lien Agreements, or the Mortgage Premises may be directly or indirectly involved; or

(b) Mortgagor recognizes that, during the term of the Mortgage, Lender:

(a) In the event Mortgagor or partners fail to perform any act required of any of them by this mortgage, the Note, or the Other Lien Agreements, or to pay when due any amount required to be paid by this mortgage, the Note, or other Lien Agreements, Lender may make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any default. All moneys so advanced by Lender together with all expenses incurred in connection therewith shall be deemed "Advances" under this mortgage, and shall be immediately due and payable and shall be added to the principal amount of the Note, Advances shall bear interest from the date expended at the default rate specified in the Note and shall be secured by this mortgage and the Other Lien Agreements as though originally a part of the Note.

3.3 Advances.

(d) In the event of the condemnation or other taking of any part or all of the mortgage premises by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Lender and be applied (in the inverse order of maturity) on the indebtedness secured hereby, provided that no such application shall result in a prepayment premium or have the effect of curing any default or extending the time for making any payment due hereunder or under the Note.

the cause of such failure, unless such failure is the result of Lender's gross negligence or willful wrong acts.

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(a) The failure by Mortgagor to perform in a timely manner any of Mortgagor's obligations under this Mortgage, the Mortgage described in 1.2(f) above, or the Note, and such failure shall have continued for 10 (ten) days in the case of monetary defaults and for thirty (30) days after notice of default in the case of non-monetary defaults; the untruth of any representation made herein; or the breach of any Mortgagor's covenants contained herein and failure to cure within any applicable cure period. Lender may in its absolute discretion, but is not obligated to, extend any cure period in writing providing Mortgagor requests an extension prior to expiration of the applicable cure period.

4.1 Defaults. Each of the following events shall constitute a default (herein "Default") under this Mortgage:

DEFAULTS AND REMEDIES

IV

(d) Lender, in making any payment authorized herein for taxes or assessments involving the Mortgage Premises, may do so according to any bill or estimate issued by the appropriate public office without inquiry into the accuracy of such bill or estimate or into the validity of any tax, assessment, sale or foreclosure.

(c) If Lender has control of the rents or the net rents from the Mortgage Premises at any time when any Advance is made it may reimburse itself for such Advance plus interest thereon out of such rents.

All expenditures of any kind (which may when necessary be estimated) made by Lender in connection with any of the foregoing as a result of a default by Mortgagor hereunder and failure to cure such default without any applicable cure period (including, without limitation, reasonable attorneys' fees) shall be deemed to be advances.

(v) may enter into negotiations with partners, mortgagor or agents thereof in connection with the existence of or cure of any default, or the sale of the Mortgage Premises or the assumption of liability for any of the indebtedness represented by the Note.

(vi) may make preparations for and commence other private or public actions to remedy a default, which other actions may or may not be actually commenced; or

managing the mortgage premises, which event may or may not actually occur; or

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(11) If the default is not a default in the payment of any such amount, Lender may give Mortgagee notice of such default and demand that it

(12) If the default is a default in the payment of any amount due under the Note, and such default shall have continued for ten (10) days after due date, Mortgagee shall notify Mortgagee of such default and the Lender may, without further notice to or demand upon the Mortgagee or any other party, take any or all the following actions: declare all indebtedness under the Note, including advances, to be immediately due and payable, foreclose the mortgage or exercise any other rights and remedies available to Lender under Illinois law.

(a) The happening of any default under this Mortgage shall give Lender the following rights:

4.2 Foreclosures.

(9) The entry of the final judgment against Mortgagee which is not satisfied within 15 days of the date on which judgment shall have become final and all stays of execution pending appeal or otherwise shall have expired.

(10) The entry of the final judgment against Mortgagee which is not satisfied within 15 days of the date on which judgment shall have become final and all stays of execution pending appeal or otherwise shall have expired.

(11) The appointment of a receiver, trustee or conservator of all or any part of the Mortgage Premises, the beneficial interest in the Land trust or the property or either of the partners.

(12) An uninsured loss or destruction of any substantial portion of the Mortgage Premises or of any part thereof which materially impairs any of the intended uses of the Mortgage Premises provided Mortgagee does not promptly begin restoration of the Mortgage Premises.

(13) The taking by eminent domain or other condemnation proceedings of any substantial portion of the Mortgage Premises or of any part thereof which materially impairs any of the intended uses of the Mortgage Premises; provided, however, there is no default in the proceeds provided in paragraph 3.2(c) hereof is applicable.

(b) The occurrence of any default (as defined therein) under any of the Other Lien Agreements.

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(a) In the event of any default under this Mortgage and failure to cure within any applicable cure period, irrespective of whether the right foreclosure the Mortgage has accrued to Lender, whether the entire debt has then been accelerated or whether foreclosure proceedings have been commenced, Lender may

4.3 Mortgage in Possession.

(iii) the balance, if any, to discharge Junior Liens if the court so directs, and otherwise to Mortgagor.

(ii) Advances and any other obligations outstanding hereunder or under the other Lien Agreements, all unpaid principal on the Note, all accrued and unpaid interest on the Note and all prepayment premiums, in that order, unless the Lender, prior to the expiration of 60 days following the foreclosure sale, shall elect otherwise, and if Lender shall so elect, then in any order as Lender may specify in such election; and

(i) Costs and expenses of the foreclosure proceedings;

(c) The proceeds of any foreclosure sale of the Mortgage Premises shall be distributed and applied in the following order of priority:

(b) Either before or after the foreclosure sale, a receiver may be appointed by the court without notice, without regard to the solvency or insolvency of Mortgagor, the then value of the Mortgage Premises or whether they are then occupied as a homestead. The receiver shall have the power to collect the rents and income from the Mortgage Premises during the pendency of the foreclosure suit and, in the case of a sale and a deficiency, during the full statutory period of the redemption, if any, whether there be redemption or not. The receiver shall have all other powers for the protection, possession, management and operation of the Mortgage Premises which an absolute owner would have, but the net rents in the hands of the receiver shall be applied on the debt hereby secured or to such reasonable expenses of the receivership or foreclosure suit as the court may direct.

be cured within 30 days after Mortgagor has mailed written notice of such default to Mortgagor by first class United States mail. If such default is not cured within such 30 day period, Lender may, without further notice or demand, take any or all of the following action: declare all indebtedness under the Note, including Advances, to be immediately due and payable, foreclose the Mortgage or exercise any other rights and remedies available to Lender under Illinois law.

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5.1 Modification of Loan Terms. If the time of payment of the indebtedness secured hereby or any part thereof be extended at any time or times, if the Note be renewed, modified or replaced, or if any security for the Note be released,

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4.5 Waiver of Redemption. To the extent now or hereafter permitted by law, Mortgagor hereby waives all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of the trustee and all persons beneficially interested in the Mortgage premises and each and every person except decree or judgment creditors of Mortgagor (in its representative capacity), who may acquire any interest in or title to the Mortgage premises subsequent to the date hereof.

4.4 Nature of Remedies. No delay or omission on the part of Lender in the exercise of any remedy available to Lender shall operate as a waiver thereof. The remedies available to Lender under this Mortgage shall be exercisable in any combination whatsoever and shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note, or any of the Other Lien Agreements.

(b) Lender may remain in possession of the Mortgage premises in the event of foreclosure until the foreclosure sale and thereafter during the entire period of redemption, if any, if a deficiency exists. Lender shall incur no liability for, nor shall Mortgagor assert any claim or setoff as a result of, any action taken while Lender is in possession of the Mortgage premises, except only for Lender's own gross negligence or willful wrong acts. In the event foreclosure proceedings are not commenced, Lender may remain in possession as long as a default exists.

(1) to pay out of the rents so collected the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance, if any, on account of the indebtedness secured hereby.

(1) to collect the rents and manage, lease, alter and repair the Mortgage premises, cancel or modify existing leases, enter into new leases, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

(without further notice or demand) take possession of the Mortgage premises. While in possession of the Mortgage premises, Lender shall, have the following powers:

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5.5 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all

5.4 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or five (5) days after it is deposited in the United States mail.

DEUTSCH, LEVY & ENGEL, LTD.
225 W. Washington Street, 17th Floor
Chicago, Illinois 60606
Attn: MARSHALL D. KROLICK, Esq.

Copy to:

Mr. Charles G. Frankel
223 Aspen Lane
Highland Park, Illinois 60035

Mortgagor:

POLAK & HOFFMAN LTD.
150 N. Wacker Drive, Suite 1450
Chicago, Illinois 60606
Attn: Bruce F. Hoffman, Esq.

Copy to:

LASALLE BANK NORTHBROOK
1200 Sherman Road
Northbrook, Illinois 60062
Attn: Commercial Loan Department

Lender:

5.3 Notices. Whenever Lender or Mortgagor desires to give any notice to the other, it shall be sufficient for all purposes if such notice is personally delivered or sent by registered or certified United States mail, postage prepaid, addressed to the intended recipient at the last address theretofore specified by the addressee in a written notice given to the sender. In case no other address has been so specified, notice hereunder shall be sent to the following addresses:

5.2 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon the successors and assigns of the Mortgagor and Lender and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Mortgage Premises.

Mortgagor and any other parties now or hereinafter liable therefor or interested in the Mortgage Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases and their liability and the lien hereof and of the Other Lien Agreements shall continue in full force, the right of recourse against all such parties being reserved by Lender.

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other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law. If any application of any term, restriction or covenant to any person or circumstances shall remain unaffected to the extent permitted by law.

6. **Hold Harmless to Mortgage.** Mortgagee hereby agrees to indemnify and save mortgagee, its successors and assigns, harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) incurred by mortgagee on account of claims or demands of every nature, kind and description for loss or damage to property, or injury to or death or every person, caused by, or connected in any manner, with the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, from the premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any "Hazardous Material" (defined below), (including without limitation, any leases, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superstien" law, or any federal, state, local or other statute, law, ordinance, code, rule, regulation, order of decree relating to or imposing liability or standards of conduct concerning any Hazardous Material, or the construction, operation, administration or inspection of the project, whether due in whole or in part to the negligence of the Mortgagee, the Mortgagee, any contractor, subcontractor, subcontractors or subcontractors, or to the negligence of their respective partners, agents or employees, except for acts or omissions of or agents (the "Indemnified Material"). At its own cost and expense, Mortgagee hereby agrees to hold mortgagee and its employees, agents, representatives, successors or assigns (the "Indemnified Parties") harmless as well as defend and pay all costs and expenses (including reasonable attorneys' fees) of any and all suits or other legal proceedings that may be brought or instituted against the Indemnified Parties on any indemnified matters, and pay and satisfy any judgment that may be rendered against the Indemnified Parties in any such suit or legal proceeding, or the amount of any compromise or settlement that may result therefrom, unless attributable primarily to the willful or wanton misconduct of the Indemnified Parties. For purposes hereof, "Hazardous Material" means any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superstien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards of conduct concerning, or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material, as well as any other hazardous waste, substance or material.

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Handwritten notes at the top of the page, partially illegible.

Assistant Secretary

Handwritten signature of the Assistant Secretary.

ATTEST:

(SEAL)

Trust Officer

BY: *Handwritten signature of the Trust Officer.*

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, Trustee under a Trust Agreement dated March 27, 1936, and known as Trust No. 67016 and not in its individual capacity.

(B) The enforcement of any remedy available under any other loan documentation.

(A) The mortgaged premises and the rents, issues and profits thereof, by the enforcement of the lien hereby created; and

7. Exhaustory Clause. This mortgage is executed by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Trustee of the Land Trust in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in the mortgage shall be constituted as creating any liability on AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, in its individual capacity, to pay the Note or any interest that may accrue thereon, or any fee or charge that may become payable under this mortgage or the Note, or to perform any covenant (either express or implied) contained in this mortgage of the Note, all such liability, if any, being hereby waived by Lender and every person hereafter claiming any right or security hereunder. So far as AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO and its successors are concerned, Lender and the owner of any indebtedness accruing hereunder shall, in the event of a default, look solely to any one or more of the following for the payment of the indebtedness due under the Note or this mortgage:

89324829

UNOFFICIAL COPY

89324829

(312) 726-0001
Chicago, Illinois 60606
150 N. Wacker Drive, #1450
POLAK & HOFFMAN LTD.
Bruce F. Hoffman

This document prepared by: A. J. ...

EXHIBIT A

Property of Cook County

Pin: 10-29-307-007

Common Address: 6343 Gross Point Road
Niles, Illinois 60648

ILLINOIS.
249.58 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY,
BEGINNING, THENCE SOUTH, ALONG THE SAID RIGHT ANGLES LINE,
RIGHT ANGLES, TO THE SOUTH LINE OF LOT 4, FROM THE POINT OF
SOUTHEASTERLY LINE OF GROSS POINT ROAD, AND A LINE, DRAWN AT
GROSS POINT ROAD 158.92 FEET TO THE INTERSECTION OF THE
ROAD, THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY LINE OF
88.92 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF GROSS POINT
MINUTES 11 SECONDS, COUNTERCLOCKWISE FROM THE AFORESAID LINE
255.61 FEET, THENCE NORTHWESTERLY, AT AN ANGLE OF 211 DEGREES 9
THESE NORTH, AT RIGHT ANGLES, TO THE SAID SOUTH LINE OF LOT 4,
SOUTH LINE, 236 FEET, WEST OF THE SOUTH EAST CORNER OF LOT 4;
ALONG THE SOUTH LINE OF LOT 4, 182 FEET, TO A POINT ON THE SAID
FEET, EAST OF THE SOUTH WEST CORNER OF LOT 4, THENCE EAST,
BEGINNING AT A POINT, ON THE SOUTH LINE OF SAID LOT 4, 230.48

FOLLOWS:
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
THE SOUTH WEST FRACTIONAL 1/4 SECTION 29, TOWNSHIP 41 NORTH,
THAT PART OF LOT 4, OF TOWHY AVENUE INDUSTRIAL SUBDIVISION, IN

LEGAL