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and by this reference made a part hereof); together with all buildings, structures and other improvements and chattels now on the Land or which may hereafter be erected or placed thereon, and other items owned by Borrower, located at and used or useful in the operation thereof: if any, related equipment and accessories; all elevators, motors and machinery; and also development rights or credits, oil, gas and mineral rights, air rights and water rights; also together with all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging to Borrower, including but not limited to, all rights in any abutting public or private streets and alleys adjacent thereto (all of which items described in this paragraph are hereinafter referred to as the "Premises"); and

All of Borrower's right, title and interest as lessee under that certain ground lease for a portion of the Land made by S. Leonard Boyce to Ralph C. Otis dated March 1, 1906 and recorded in the Office of the Recorder of Deeds of Cook County, January 4, 1908 as Document No. 4144371. All of Trustee's right, title and interest as lessee under that certain ground lease for a portion of the Land made by Toffenetti Restaurant Company Inc., to Trustee and recorded in the Office of the Recorder of Deeds of Cook County, February 1, 1962 as Document No. 18396587. (Each of the foregoing leases shall be referred to as a "Ground Lease").

All present and future rents (hereinafter referred to as the "Rents") which are hereby also granted, sold, bargained and conveyed to Lender, of or from the Premises, the Leases and/or and the Equipment (both of which terms are hereinafter defined), howsoever occurring, existing, created or arising; and

All present and future leases, subleases, agreements, tenancies, licenses, franchises, concessions, rent rolls, books and records, bonds, permits, utility contracts, maintenance agreements, management agreements and service contracts (hereinafter referred to as the "Leases") of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or useable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent under any or all of the Leases and all guaranties of Lessees' performances thereunder; and

All present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) thereto; and

All present and future apparatus, machinery, equipment, fixtures, materials, supplies and articles of personal property of any and every kind and nature whatsoever used, attached to, installed or located in or on the Premises, or required for use in or on or in connection with the maintenance, and operation of the buildings and structures on the Land and all replacements thereof and accessions thereto (hereinafter referred to as the "Equipment"), including, but not limited to, any such item of Equipment now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, and all other related or other such services (all of the immediately above mentioned items of Equipment being deemed to be a part of the Premises, whether physically attached thereto or not), but excluding any and all of such property on the Premises leased or owned by

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1.02 Borrower's Obligations. In addition to the grant of this Mortgage to secure the payment of Borrower's Liabilities,

1.01 Borrower's Liabilities. This Mortgage is given to secure the following (all of which are collectively referred to as "Borrower's Liabilities"): (i) the payment of any and all monies, including, but not limited to, the payment, when due or declared due, of the principal sum of the Note (or so much thereof has been disbursed), together with all interest thereunder, now and/or hereafter owed or to become owing by Borrower to Lender under and/or pursuant to the terms and provisions of the Note; (ii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter arising, after owing, arising, due or payable from Borrower to Lender under and/or pursuant to the terms and provisions of this Mortgage; and (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter arising, due or payable from Borrower to Lender, however evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise, and arising under and/or pursuant to the terms and provisions of any other agreements, security agreements, instruments and/or documents now and/or hereafter executed and delivered by or for Borrower to Lender in connection with, and in any way related to the loan including, without limitation, that certain Hazardous Substance Indemnification Agreement executed by Borrower relating to the Mortgaged Property, that certain Continuing Unconditional Guaranty executed by Donald Rockola (all of which agreements, instruments and documents are hereinafter collectively referred to as the "Other Agreements"). The Note, this Mortgage, the Other Agreements, and any instruments or documents described therein as the "Other Agreements," and any other document or instrument evidencing or securing the loan, including, without limitation, any and all guarantees and collateral pledges, whether or not the Borrower is a party thereto, are sometimes herein collectively referred to as the "Loan Documents".

## 1. OBLIGATIONS AND LIABILITIES SECURED

Borrower and Lender covenant and agree as follows:

TO HAVE AND TO HOLD the above described property (collectively, the "Mortgaged Property") to Lender, its successors and assigns, forever.

All proceeds of each and every of the foregoing:

All sums now or from time to time held by or for the benefit of Lender pursuant to this Mortgage or for any other reason; (ii) that portion of the Mortgaged Property (as hereinafter defined) constituting property or interests in property, whether real or personal, tangible or intangible, now owned or existing and hereafter acquired and arising, which are subject to the priority and perfection of security interest provisions of the Uniform Commercial Code or any similar and applicable law, statute, code or other governing body of

All plans, specifications, surveys, studies, forms, brochures, photographs, drawings, warranty claims, warranties, contract rights and title insurance policies of or relating to the Premises, the Equipment, or any part or interest therein; and

All present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment; and

tenants under leases or leased by Borrower from third parties; and

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2.04 Leases/Ground Leases. All of the Leases are and shall remain genuine, in all respects what they purport to be, and to the best of Borrower's knowledge, free of set-offs and counter-claims as of the date hereof and valid and enforceable in accordance with their terms. To the best knowledge of Borrower, all parties to the Leases have and shall have the capacity to contract thereunder. Neither Borrower nor Trustee has made any previous assignment of the Leases and each agrees not to further assign or to otherwise encumber its interest therein during the term hereof. Except for security deposits provided for under the Leases and payments disclosed by Borrower to Lender in writing, no advance payments in excess of thirty (30) days have been or shall be made thereunder. The Ground Leases are in full force and effect and neither Borrower nor Trustee has received any notice of any default or breach by either of them thereunder.

2.03 No Violation of Other Instruments. The execution, delivery and performance by Borrower and Trustee of and under this Mortgage, the Note and the Other Agreements does not and will not constitute a violation of any existing law and does not and will not conflict with or result in a default or breach of, or under, or an acceleration of any obligation existing, existing or created by or under any lease, agreement, instrument, document, mortgage, deed, trust deed, trust agreement, note, judgment, order, award, decree or other restriction to which Borrower or Trustee or any of the Mortgaged Property is or hereafter shall become a party or by which Borrower, Trustee or any of the Mortgaged Property is or hereafter shall become bound or any law or regulatory provision now or hereafter affecting Borrower, Trustee or any of the Mortgaged Property.

2.02 Authority. Borrower and Trustee now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver the loan documents to Lender, to encumber the Mortgaged Property for the benefit of Lender as provided herein or in the Other Agreements and to perform all of Borrower's obligations and to consummate all of the transactions described in or contemplated by the Loan Documents.

2.01 Title. Borrower is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee simple title to the land and Mortgaged Property (other than the Ground Leases), and Borrower and Trustee are the holders of their respective rights, title and interests as lessees under the Ground Leases, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levies, taxes, liens and all other types of encumbrances (hereinafter referred to as the "Encumbrances") except (i) the encumbrance of this Mortgage, (ii) the permitted encumbrances shown on Exhibit "B" attached hereto, and (iii) any Leases to tenants in possession of portions of the Premises (the items described in (i) through (iii) shall be referred to as the "Permitted Encumbrances").

Borrower represents and warrants to and for the benefit of Lender as follows and Trustee, with respect to its interest in the Mortgaged Property represents as follows:

## 2. REPRESENTATIONS AND WARRANTIES OF BORROWER

This Mortgage is also given to secure the prompt, full and faithful performance, discharge, compliance and observance by Borrower of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision to be performed, discharged, observed or complied with by Borrower and/or Trustee contained in this Mortgage, the Note, and/or in the Other Agreements, or in any other instrument, document, agreement or deed of trust now or at any time hereafter executed by Borrower and/or Trustee and delivered to Lender (collectively, "Borrower's Obligations").

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3.02 Borrower will pay Taxes, Levys, Etc. Borrower shall promptly pay and discharge, prior to delinquency, before any penalty attaches, all charges, impositions, levies, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges and all other municipal or governmental charges, impositions, levies, assessments and taxes of any kind or nature that may be at any time levied, assessed or imposed upon or against the mortgaged property, or any part thereof (other than taxes measured solely by the income of Lender), and shall deliver to Lender duplicate receipts evidencing payment thereof no later than fifteen (15) days after the date of such payment. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, the Note or the Other Agreements, Borrower will pay for the same, together with any interest or penalties imposed in connection therewith. To prevent an Event of Default, Borrower may pay in full, under protest, and in the manner provided by statute, any

3.01 Payment of Borrower's Liabilities. Borrower promptly will pay, or cause to be paid, when due or declared due by Lender, Borrower's Liabilities, and Borrower promptly, fully and faithfully will perform, discharge, observe and comply with each and every one of Borrower's Obligations.

In addition to all other covenants and agreements of Borrower and Trustee in this Mortgage, Borrower and Trustee also covenant and agree with Lender as follows:

3. COVENANTS OF BORROWER

2.09 Utilities. Electric, gas, sewer, water facilities and any other necessary utilities are sufficient for current usage and available to service the Premises, and any easements necessary to the furnishing of such utilities services have been obtained and duly recorded.

2.08 No Environmental Problems. There are no surface or subsurface water, mineral, chemical or environmental conditions which, or which with the passage of time, constitute a nuisance, a violation of any federal, state or local environmental protection, maintenance, preservation or improvement statute, regulation or ordinance, or otherwise adversely affect the use and operation of the Premises. The Premises have not been used as a sanitary landfill, dump site, industrial disposal area or for any other similar use. All underground storage tanks located on the Premises are not presently in use and are filled with inert materials.

2.07 Borrower in Possession. Borrower and Trustee are and shall remain in peaceful possession of and will forever warrant and defend the mortgaged property from and against any and all claims thereon or thereto of any and all parties subject to the permitted encumbrances.

2.06 Compliance with Law. The location, existence, use and condition of the Premises and the Equipment are and shall remain in compliance in all material respects with all applicable laws, rules, ordinances and regulations, including, but not limited to, building and zoning laws, and all covenants and restrictions of record.

2.05 Ownership of All Necessary Property. Borrower possesses and holds and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and approvals to conduct and operate the business of the mortgaged property or which benefit the mortgaged property. None of the foregoing contain or shall contain any term or condition that is materially burdensome to said business or different from those of the foregoing possessed or held by other parties conducting or operating a similar business.



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3.07 Environmental Matters. There will be no Hazardous Material (as hereinafter defined) existing on or under the surface of the Premises or in any surface waters or ground waters on or under the Premises and no escape, seepage, spillage, discharge, emission or release of any Hazardous Material shall occur on,

3.06 Compliance with All Applicable Laws. Borrower and Trustee shall comply in all material respects with all requirements of law and all municipal ordinances governing the mortgaged property and the use thereof.

3.05 Defense of Title. If title to any part of the mortgaged property, or the interest of lender therein, shall be endangered or shall be attacked, directly or indirectly, Borrower will immediately take all necessary and proper steps for the defense thereof, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of all claims.

3.04 Maintenance, Repair, Use and Character. Neither Trustee nor Borrower shall change the use or character of the mortgaged property nor abandon the mortgaged property, and at all times hereafter shall keep the mortgaged property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacements and renewals (including the replacement of any items of the equipment) to the mortgaged property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. Borrower will pay all operating expenses of the premises, will maintain all insurance required hereunder, will cause the premises to be operated in a competent and professional manner and will refrain from any action which would increase the risk of hazards to the premises. Borrower will comply with all restrictions and covenants of record with respect to the premises and the use thereof, and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the premises or its use and occupancy. Neither Trustee nor Borrower shall remove any fixture (except for replacement of fixtures of equal or greater value in the ordinary course of business or except as required under any of the leases) or demolish any building or improvement located in or on the premises. Borrower shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the premises, shall refrain from impairing or diminishing the value of the mortgaged property and shall make no material alterations to the mortgaged property which in the opinion of lender diminishes its value. Neither Trustee nor Borrower shall grant any license or easement during the term of the mortgage, or termination of any license or easement affecting the mortgaged property without the prior written consent of lender.

3.03 Borrower will pay taxes charged to lender. If lender is required by legislative enactment or judicial decision to pay any charge, imposition, assessment, levy or tax in or to any state, municipality or government on the mortgaged property (or on any interest therein), this mortgage, the other agreements or Borrower's liabilities, other than taxes measured by the net income or gross income of lender, then to the extent permitted by law, Borrower shall pay, when payable, such charge, imposition, assessment, levy or tax. If under applicable law and for any reason whatsoever, Borrower is not permitted to pay, in full, all of such charges, impositions, assessments, levies and taxes, then all of Borrower's liabilities shall become and be due and payable, at the election of lender, ten (10) days after the mailing of notice of such election to Borrower.

charge, impositions, levy, tax or assessment which Borrower may desire to contest.

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3.11 Maintenance of Books and Records. With respect to the Mortgaged Property and the operation and business thereof, Borrower will keep or cause to be kept proper books and records, prepared in accordance with generally accepted accounting principles, consistently applied. Upon at least 24 hours notice Lender shall have the right to examine said books and records at any time or times. Borrower shall furnish Lender within thirty (30) days following the end of each calendar quarter, a (1) statement of income and expenses related to the operation of the Mortgaged Property; (2) a financial statement showing the assets and liabilities of Borrower, each certified by the chief financial officer of Borrower; and (3) a financial statement showing the assets and liabilities of Borrower, each certified by the chief financial officer of Borrower. Within ninety (90) days following the end of the calendar year, Borrower shall deliver to Lender

3.10 Keep Property Free of Encumbrances. Borrower and Trustee shall keep the Mortgaged Property free and clear of all Encumbrances (including, but not limited to, mechanics' liens and other similar liens or claims for liens) of any and every kind and nature except for the permitted Encumbrances, shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by any such an Encumbrance, whether or not a permitted Encumbrance and, immediately upon request by Lender, shall deliver to Lender evidence satisfactory to Lender of the payment and discharge thereof. To prevent an event of default hereunder, Borrower may indemnify Lender, by a means reasonably determined by and acceptable to Lender, against loss by reason of such an Encumbrance which Borrower may desire to contest. If, in accordance with the terms of this Mortgage, Lender makes payment of any such Encumbrance, Lender shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released or record.

3.09 Maintain Existence. If Borrower is a corporation, partnership or trust, it shall take all action necessary under the laws of its state of organization to maintain its existence. If Borrower is a corporation, partnership or trust organized under the laws of a state which is not the same as the state in which the Mortgaged Property is located, it shall, to the extent required by applicable law, qualify as a foreign corporation, partnership or trust in the state in which the premises are located, and maintain itself in good standing under the laws of the state in which the Mortgaged Property is located. Borrower and Lender shall restore any damage caused to the Mortgaged Property by the inspection of the Mortgaged Property.

3.08 Permit Lender Rights of Inspection. Borrower shall permit Lender and its agents, upon reasonable demand, access to and to inspect the Mortgaged Property, to conduct soil borings or other tests on the Mortgaged Property, at all reasonable times. Lender shall restore any damage caused to the Mortgaged Property by the inspection of the Mortgaged Property. Borrower shall permit Lender and its agents, upon reasonable demand, access to and to inspect the Mortgaged Property, to conduct soil borings or other tests on the Mortgaged Property, at all reasonable times. Lender shall restore any damage caused to the Mortgaged Property by the inspection of the Mortgaged Property.

3.07 Hazardous Materials. The term Hazardous Material shall be defined to include: (1) asbestos or any material composed of or containing asbestos in any form and of any type, or (2) any hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response Compensation and Liability Act, and any law commonly referred to as of the date hereof as "Superfund" or "Superlien" or any successor to such laws, or any other Federal, State or local environmental, health or safety statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time hereafter in effect.

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4.01 Insurance Requirements. Borrower and Trustee, at all times, shall keep and maintain the Mortgaged Property fully insured (without co-insurance): (i) against loss or damage by, or resulting from, fire and such other hazards, casualties and contingencies as Lender, from time to time, may reasonably require in companies, form, amounts and for full replacement cost

## 4. TAXES, INSURANCE AND CONDEMNATION

3.16 Ground Leases. Borrower and Trustee shall timely and fully perform all of their respective covenants and obligations under the Ground Leases. Borrower and Trustee shall promptly deliver to Lender any notices or demands which each receives pursuant to the Ground Leases. Upon Lender's request, Borrower shall furnish Lender evidence of payment of all rents, charges and other amounts payable under the Ground Leases.

3.15 Maintenance of Net Worth. At all times during the term of the Loan, Borrower shall maintain a net worth of not less than \$6,500,000 as determined in accordance with generally accepted accounting principles.

3.14 Maintenance of Accounts. During the term of the Loan, Borrower shall establish and maintain its primary operating accounts with Lender.

3.13 Notice of Certain Events. Borrower shall promptly notify Lender if Borrower learns of the occurrence of any event which constitutes an Event of Default hereunder, or of any event which, but for the passage of time or the giving of notice would constitute an Event of Default hereunder, together with a detailed statement by the Borrower of the steps being taken to cure the effect thereof; or any legal, judicial, or regulatory proceedings affecting Borrower or any of its properties, or the Mortgaged Property, in which the amount involved is material and is not covered by insurance, or which, if adversely determined, would have an adverse effect on Borrower or the Mortgaged Property; or any other event or condition having a material adverse effect on Borrower or the Mortgaged Property.

3.12 Restoration Following Casualty. If any act or occurrence of any kind or nature (including any casualty for which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Mortgaged Property, or any part thereof Borrower will give notice thereof to Lender. Borrower will promptly, at Borrower's sole cost and expense and regardless of whether the insurance proceeds (if any) shall be sufficient for the purpose, commence and continue diligently to completion to restore, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction. If Lender determines in accordance with Section 4.02(b) hereof, to make the insurance proceeds available to Borrower, to permit it to restore, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction, the proceeds of the insurance policies, together with any additional sums provided by Borrower, shall be placed in an escrow account for the benefit of Lender to be used to restore, replace and rebuild the Mortgaged Property as provided above. All work to be performed in connection therewith shall be pursuant to plans and specifications and written contract therefor, which Lender shall have approved in advance and all funds therefor shall be disbursed in such manner as required by Lender.

its financial statements prepared and audited in an unqualified manner, by an independent accounting firm reasonably acceptable to Lender, including a balance sheet, statement of income and retained earnings and statement of changes in financial position. Lender acknowledges that Rukin Newberger & Co. is acceptable to Lender.

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(b) Use of Proceeds. Subject to the rights of the Senior Holder, in the event of payment under any of the policies, the proceeds of the policies shall be paid by the insurer to Lender, and Lender, in its sole and absolute discretion, may to the extent allowed by applicable law: (i) apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' fees, either (i) toward the alteration, reconstruction, repair or restoration of the Mortgaged Property or any portion thereof provided (x) no Event of Default then exists hereunder or any fact or condition, which with the giving of notice or the passage of time would constitute an Event of Default, (y) the restoration could be completed at least nine months prior to the stated maturity date, and (z) Borrower has deposited with Lender such additional funds with Lender which together with the net

(a) Power of Attorney to Lender. Subject to the rights, if any, in favor of any holder of any mortgage or similar lien, (the "Senior Holder") on the Mortgaged Property senior to the lien of this Mortgage (the "Senior Mortgage"), full power is hereby conferred on Lender: (i) to settle and compromise all claims under all policies; (ii) to demand, receive and receipt for all monies becoming due and/or payable under all policies; (iii) to execute, in the name of Borrower or in the name of Lender, any proofs of loss, notices or other instruments in connection with all claims under all policies; and (iv) to assign Lender's interest in all policies to any holder of Borrower's Liabilities or to the grantee of this Mortgage or other transfer of title to the Mortgaged Property.

4.02 Rights Under Insurance Policies and to Proceeds.

of the improvements to the Premises, and such periods as is satisfactory to Lender, without deduction for depreciation and with an "agreed amount, with inflation protection endorsement"; (ii) with rental insurance in favor of Lender in an amount equal to not less than twelve months' gross rental income from the Mortgaged Property, if any, which shall be determined annually; (iii) with comprehensive general public liability insurance on an occurrence basis with combined single limit for bodily injury or property damage of \$4,000,000 with respect to any one accident or disaster; (iv) with sprinkler insurance and boiler insurance, if applicable; (v) with flood insurance, if the premises are in a flood plain; (vi) with earthquake insurance, if available and if required by Lender; and (vii) with such other insurance as may be reasonably required by Lender from time to time. All such policies and renewals thereof (hereinafter referred to as the "policies") shall contain, in form and substance acceptable to Lender, a "replacement cost endorsement" (in the case of all casualty policies) and standard mortgage, loss payable clauses naming Lender as the mortgagee, as well as a standard waiver of subrogation endorsement and a non-contributory standard mortgage clause and shall be delivered, as issued, to Lender, with premiums therefor paid in full by Borrower. All policies shall provide that they may not be cancelled or modified by the insurer as to Lender without first giving at least thirty (30) days' prior written notice to Lender of any intended cancellation or modification. Borrower will give immediate written notice to Lender of any loss or damage to the Mortgaged Property caused by any casualty. In case of policies about to expire, Borrower will deliver to and deposit with Lender renewal policies not less than thirty (30) days prior to the respective dates of expiration. Borrower will deliver and deposit with Lender receipts for the payment of the premiums on all policies. In the event of foreclosure of this Mortgage or assignment hereof by Lender or transfer of title to the Mortgaged Property in extinguishment of Borrower's Liabilities, all rights, title and interest of Borrower, in and to any policies then in force shall pass to the purchaser, grantee or assignee.



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(c) Additional Deposits For Tax Liens. If, under the applicable laws of the state in which the Premises are located, any Imposition attaches to or becomes a Lien on the Premises prior to the year in which Imposition is due and

(b) Escrow Deficiency. If the deposits required by Paragraph 4.03(a) are insufficient to pay the Impositions and/or premiums for which they are provided, on or before thirty (30) days prior to delinquency, Borrower shall deposit with Lender such additional monies as are necessary to pay, in full, such obligations.

(a) Monthly Deposits. At any time upon Lender's request Borrower shall deposit with Lender on the first (1st) day of each month hereafter until Borrower's Liability are fully paid, a sum equal to one-twelfth (1/12th) of (i) one hundred ten percent (110%) of the total annual impositions, levies, taxes and assessments arising with respect to the Mortgaged Property (collectively "Impositions") for the most recent ascertainable tax year and (ii) the total amount of annual premiums for all policies required to be obtained and maintained by Borrower pursuant to this Mortgage with respect to the Mortgaged Property. All such amounts shall be held by Lender in a non-interest bearing account. If at any time, the funds held in such account are greater than 10% of the amount of Impositions or premiums payable during the preceding calendar year, then to the extent of such excess, the amount of the deposits next coming due shall be reduced. Subject to the provisions of this Paragraph and provided that Borrower is not in default in the timely payment of any monies due or declared due under the Note and is not in default under the Other Agreements and there is no Event of Default hereunder, Lender shall pay, when and to whom due and payable under applicable contracts or law, all of the Impositions and premiums. Notwithstanding the foregoing, Lender does not hereby assume any of Borrower's obligations under said contracts or laws to make such payments and nothing contained herein, in the Note or the Other Agreements shall require Lender to perform any such obligations of Borrower except for the making of the aforesaid payments in accordance with and subject to the above specified terms. Any such payments made by Lender from its funds other than the foregoing deposits, together with interest thereon at the Default Rate from the date of Lender's payment(s) thereof until repaid by Borrower to Lender, shall be due and payable by Borrower to Lender upon demand, and, until paid, shall constitute part of Borrower's liabilities secured by this Mortgage. Lender agrees that so long as similar deposits are held by a Senior Holder, if any, Lender shall not require similar deposits by Borrower.

## 4.03 ESCROWS.

(c) Proceeds Pledged As Additional Collateral. All insurance proceeds now or hereafter disbursed for the benefit of Borrower in any way, manner or respect affecting arising from or relating to the Mortgaged Property, or any portion thereof unless released absolutely by Lender, are hereby assigned to Lender as additional security for the payment of Borrower's liabilities (except as expended for restoration of the Mortgaged Property) (and for such purpose, Borrower hereby grants to Lender a security interest therein).

Insurance proceeds shall be sufficient, in Lender's reasonable judgment to complete the restoration; or (ii) as a payment on account of Borrower's liabilities (without affecting the amount or time of subsequent installment payment required to be made by Borrower to Lender under the Note), whether or not then due or payable; or (iii) deliver the same to Borrower.

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payable in full, then Borrower, upon demand of Lender, shall deposit with Lender an amount of money, which together with the aggregate of the monthly deposits to be made pursuant to Paragraph 4.03(a), shall be sufficient to pay, in full, the total impositions which constitute a lien against the Premises.

(d) Use of Escrows After Event of Default. Upon the occurrence of an Event of Default hereunder, Lender shall not be obligated to make any payments for impositions or insurance, but, in its sole discretion, may apply any monies held pursuant to Paragraph 4.03(a) on account of any of Borrower's liabilities, in such order or priority as Lender may elect.

(e) Return of Escrows Upon Payment in Full. Upon payment, in full, of Borrower's liabilities, Lender shall deliver any remaining of the aforesaid deposits to Borrower or the then owner of the mortgaged property.

(f) Escrows Pledged as Additional Collateral. All of the aforesaid deposits hereby are pledged as additional security for the payment of Borrower's liabilities (and for such purpose, Borrower hereby grants to Lender a security interest therein), to be applied by Lender for the purposes hereinabove set forth and shall not be subject to the control of Borrower, provided, however, that Lender shall not be liable for failure to pay, when due, any impositions or premiums unless Borrower, prior to the occurrence of an Event of Default, shall have requested Lender, in writing, to pay the same and delivered to Lender appropriate evidence of bills therefor.

## 4.04 Condemnation.

(a) Condemnation Proceeds Pledged as Additional Collateral. Subject to the rights of the Senior Holder, if any, all awards now or hereafter made by any public or quasi-public authority to or for the benefit of Borrower in any way, manner or respect affecting, arising from or relating to the mortgaged property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority (including, but not limited to, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the mortgaged property) hereby are, unless released absolutely by Lender, assigned to the Lender as additional security for the payment of Borrower's liabilities (except as expended for restoration of the mortgaged property) (and for such purpose, Borrower hereby grants to Lender a security interest therein).

(b) Use of Condemnation Proceeds. Borrower immediately upon request by Lender, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Lender any and all assignments and other instruments sufficient to assign, and cause the payment directly to Lender of, all such awards, free and clear of all encumbrances except the permitted encumbrances. Subject to the rights of the Senior Holder, if any, Lender shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in Borrower's name, in Lender's name or in both names), and may, in its sole and absolute discretion, to the extent permitted by applicable law, (i) apply the same, or any part thereof, to Borrower's liabilities, whether or not then matured and without affecting the amount or time of subsequent installment payments required to be made by Borrower to Lender under the Note; (ii) use the same, or any part thereof, to satisfy, perform or discharge any of Borrower's obligations; (iii) use the same, or any part

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(d) General Partnerships. If Borrower is a general partnership, any removal of any general partner, any addition of any general partner, the sale, assignment, transfer, conveyance, hypothecation, pledge, grant of a security interest

(c) Options. The granting of any option to acquire all or any part of the Mortgaged Property.

(b) Certain Leases of the Mortgaged Property. Any lease of substantially all of the Mortgaged Property to a single tenant, or to a group of affiliated tenants, or any lease which includes any option to purchase or otherwise acquire, the effect of which is as a conveyance of the Mortgaged Property, or any assignment or other transfer of Borrower's or Trustee's respective rights and interests as lessees under the Ground Leases.

(a) Transfer/Encumbrance of the Mortgaged Property. Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the Mortgaged Property, or the entering into any agreement to sell, convey, assign or transfer, or grant a security interest in all or any part of the Mortgaged Property, or any other act which has the effect of transferring legal or equitable title to all or any part of the Mortgaged Property or Borrower's or Trustee's interest therein.

5.01 Sale and Subordinate Financing Prohibited. For the purposes of (i) protecting lender's security, both of repayment by Borrower and of value of the Mortgaged Property; (ii) giving Lender the full benefit of its bargain and contract with Borrower; and (iii) keeping the Mortgaged Property free of subordinate financing liens, Borrower agrees that if this Article 5, or any provision hereof, is deemed a restraint on alienation, that it is a reasonable one and that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Mortgaged Property or any interest therein (whether voluntary or by operation of law) occurs without the Lender's prior written consent, it shall be an Event of Default hereunder. For the purpose and without limiting the generality of the preceding sentence, the occurrence at any time of any of the following events, at Lender's option, shall be deemed to be an Event of Default hereunder:

## 5. DUE ON SALE OR FURTHER ENCUMBRANCE

(c) Borrower's Liabilities and Obligations. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Borrower shall continue to pay all of Borrower's Liabilities, as and when due and payable, until such award or payment shall have been actually received by Lender, and any reduction in Borrower's Liabilities resulting from the application by Lender of such award or payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Lender of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Lender shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and the reasonable attorneys' fees, costs, expenses and disbursements incurred by Lender in connection with the collection of such award or payment.

and 4.02 hereof; or (iv) release the same to Borrower. Subject to the same conditions as set forth in Sections 3.04 and 4.02 hereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Lender

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6.01 Borrower's License to Collect and Use Rents. So long as there shall not have occurred an Event of Default under this Mortgage, Borrower and Trustee shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and shall hold the same, in trust, to be applied first to the payment of all Impositions, Levies, interest, assessments and other charges upon the Mortgaged Property, secondly to the cost of the maintenance of insurance policies upon the Mortgaged Property required hereby, thirdly to the maintenance and repairs required hereby and lastly to the payment of Borrower's Liabilities, before using any part of the Rents for any other purposes.

6.02 Lender's Right to Verify. Lender's agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, teletype or otherwise, in the name of Lender, a nominee of Lender or in either or both of said names.

6.03 Lender's Remedies Upon Borrower's Default. Upon the occurrence or existence of an Event of Default, Lender, at its sole election and discretion, may do or require any one or more of the following:

6. ASSIGNMENT OF LEASES AND RENTS

Any consent by the Lender to any of the foregoing, or any waiver of an Event of Default resulting from the commission of any of the foregoing, shall not constitute a consent to, or waiver of any right, remedy or power of the Lender upon a subsequent transaction under this Article 5. Borrower and Trustee shall, from time to time, and upon the reasonable request of Lender, provide Lender with evidence satisfactory to Lender, that this Article 5 has not been violated. Such evidence shall include, but shall not be limited to, copies of partnership and trust documents, stock records, title searches and abstracts of public records. Lender shall also have the right, from time to time, to obtain such title searches and abstracts of public records, and Borrower shall reimburse Lender, upon demand, for all costs thereof, which shall be a part of Borrower's Liabilities hereunder.

(g) Trusts. The removal of any trustee or beneficiary, any addition of any trustee or beneficiary, the sale, assignment, transfer, conveyance, hypothecation, pledge, grant of a security interest in, by any beneficiary, of any of his right, title or interest in Trustee, including his right to income, profits or distributions, and whether absolute, contingent, or for collateral purposes.

(f) Corporations. If Borrower is corporation, any merger or consolidation involving Borrower, whether or not Borrower is the survivor to any such merger or consolidation, or the sale or issuance of any capital stock or the declaration or payment of any dividends, whether of stock or cash in excess of \$1.00 per share of common or preferred stock.

(e) Limited Partnerships. If Borrower is limited partnership, any removal of any general or limited partner, any addition of any general or limited partner, the sale, assignment, transfer, conveyance, hypothecation, pledge, grant of a security interest in, by any general or limited partner, of any of his right, title or interest in the partnership, including his right to income, profits or distributions, and whether absolute, contingent, or for collateral purposes.

(d) Partnerships. If Borrower is partnership, any removal of any general or limited partner, any addition of any general or limited partner, the sale, assignment, transfer, conveyance, hypothecation, pledge, grant of a security interest in, by any general or limited partner, of any of his right, title or interest in the partnership, including his right to income, profits or distributions, and whether absolute, contingent, or for collateral purposes.



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- (a) Termination of Borrower's Right to Use Rents. Borrower's and Trustee's right to use the Rents is terminated and upon written notice to Borrower and Trustee any Rents then or thereafter coming into Borrower's or Trustee's possession are (to the extent sums remain due under the Note) to be held in trust by Borrower or Trustee for the benefit of Lender in a segregated manner and immediately delivered to Lender, and neither Borrower nor Trustee shall have any rights to use the Rents for any purpose whatsoever without the prior written consent of Lender.
- (b) Lender's Right to Possession. To the extent permitted by applicable law, Lender may, without notice and without bringing any action or proceeding or by a receiver appointed by a court, take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Lender may deem proper. Lender shall not be liable for any loss sustained by Borrower or Trustee resulting from Lender's failure to lease portions of the Premises or from any other act or omission of Lender in managing the Mortgaged Property (unless such loss is caused by the willful misconduct or gross negligence of Lender).
- (c) Delivery of Leases. Immediately upon demand by Lender, Borrower and Trustee shall deliver to Lender the originals of the Leases, with appropriate endorsement and/or other specific evidence of assignment thereof to Lender which endorsement and/or assignment shall be in form and substance acceptable to Lender.
- (d) Collection of Rents. Lender, then or at any time or times thereafter, at its sole election, without notice thereof to Borrower or Trustee, may notify any or all have been assigned to Lender and Lender (in its name, in the name of Borrower or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Lender.
- (e) Borrower to Direct Payments to Lender. Trustee and Borrower, immediately upon demand by Lender, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Lender.
- (f) Lender's Right to Enforce Leases. Lender shall have the right at any time or times thereafter, at its sole election, without notice thereof to Borrower, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of Borrower, Lender or in both names.
- (g) Lender Designated as Attorney-in-Fact. Borrower and Trustee irrevocably hereby designates, makes, constitutes and appoints Lender (and all persons designated by Lender) as their true and lawful attorney and agent in fact with power, without notice to Borrower and at such time or times thereafter as Lender, at its sole election, may determine, in their names, Lender or in both names: (i) to demand payment of the Rents and performance of the Leases; (ii) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (iii) to exercise all of Borrower's and Trustee's rights, interests and remedies in and under the Leases and to collect the Rents; (iv) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (v) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (vi) to take control, in any manner, of the Rents; (vii) to prepare, file and sign Borrower's or Trustee's name on any proof of claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Leases;



7.02 Remedies. Upon an event of default, the Lender, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Other Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. Borrower agrees that if the Lender shall elect to proceed with respect to the Other Collateral separately from the real property, five (5) days notice of the sale of the Other Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Lender shall include, but not be limited to, reasonable attorney's fees and legal expenses incurred by Lender. Trustee and Borrower agree that upon replacement of any part of the Other Collateral, such replacement or substituted Other Collateral shall be subject to the security interest created hereby and the security interest of the Lender shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the security interest of this Mortgage and immediately subject to the security interest of this Mortgage and covered hereby. Trustee and Borrower shall, from time to time, on request of Lender, deliver to the Lender, at the cost of Borrower: (i) such further financing statements and security documents and assurances as Lender may require, to the end that the liens and security interests created hereby shall continue perfected in accordance with the requirements of any present or future law and (ii) an inventory of the Other Collateral in reasonable detail. Trustee and Borrower covenant and represent that all of the Other Collateral now is, and that all replacement thereof, substitutions therefor or additions thereto, unless the Lender otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

7.01 Grant of Security Interest. This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which the premises is located with respect to (i) all sums on deposit with the Lender pursuant to terms hereof or otherwise ("deposits") (ii) any property included in the definition herein of the word "Mortgaged Property", which property is neither real property nor a "fixture" (within the meaning of Section 9-313 of the Code), (iii) all replacements of such property, substitutions for such property, additions to such property, (iv) all proceeds thereof (the items described in (i), (ii), (iii), and (iv) above shall be collectively referred to as the "Other Collateral"), and Borrower hereby grants to Lender a security interest therein.

7. SECURITY AGREEMENT

(viii) to endorse the name of Borrower or Trustee upon any payments or proceeds of the Rents and to deposit the same to the account of Lender; and (ix) to do all acts and things necessary, in Lender's sole discretion, to carry out any or all of the foregoing.

(h) Use of Rents by Lender. All of the foregoing payments and proceeds received by Lender shall be utilized by Lender, at its sole election in its sole discretion, for all or more of the following purposes: (i) to be held by Lender as additional collateral for the payment of Borrower's liabilities; (ii) to be applied to Borrower's liabilities, in such manner and fashion and to such portions thereof as Lender, at its sole election, shall determine; (iii) to be applied to such obligations of Borrower or the Mortgaged Property or the operations or business thereof as Lender, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (iv) to be permitted to Borrower.

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9.01 Available Remedies. Upon the occurrence of an Event of Default, Lender, after notice and demand and the expiration of

## 9. REMEDIES

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(a) Payment. Failure of Borrower to pay any of Borrower's liabilities within five (5) days of when due or declared due (except for payments due on maturity) pursuant to the Loan Agreements, if not cured within any applicable cure or grace period expressly provided therein, if any.

(b) Breach of Representation or Warranty. If Borrower or Trustee shall breach any material representation or warranty made herein, or if any representation of Borrower made herein was false in any material respect when made.

(c) Failure to Perform Borrower's Obligations. If Borrower or Trustee, within fifteen (15) days after notice and demand, shall fail to promptly, fully and faithfully to satisfy, perform, discharge, observe and comply with each and every of Borrower's Obligations.

(d) Sale or Encumbrance. The commission of any act, or the occurrence of any event prohibited under Article 5.

(e) Default Under Other Documents. The occurrence or existence of a "default" or "Event of Default" as defined in the Note, any of the Other Agreements, or a breach, default or event of default under any other of the Loan Documents by any party thereto (other than a default by Lender), which is not cured within any applicable cure or grace period expressly provided therein, if any.

(f) Default Under Other Instruments Affecting Mortgaged Property or Borrower. The occurrence or existence of any default, event of default or breach of or under any agreement, instrument or document (other than a default by Lender), subject to any applicable grace or cure period contained therein, for borrowed money by which the Mortgaged Property or the Borrower is bound or obligated.

(g) Guaranty. The event of a breach or default under the Guaranty or the death or legal incompetency of the guarantor.

(h) Bankruptcy. In the event the Borrower shall make an assignment for the benefit of creditors or consents to the appointment of a receiver or trustee, or the commencement by or against Borrower of any bankruptcy, insolvency, reorganization or liquidation proceedings (which in the case of an involuntary proceeding shall not be dismissed or discharged within thirty (30) days).

(i) Judgment. The entry of any material judgment, levy or attachment against Borrower, Trustee or the Mortgaged Property.

(j) Impairment of Collateral. The material deterioration or impairment in the value of the Mortgaged Property.

(k) Ground Leases. The occurrence or existence of any default or breach which is declared under any of the Ground Leases, which would allow the lessor thereunder to terminate Borrower's or Trustee's rights thereunder, or any voluntary surrender by Borrower or Trustee of its rights under the Ground Leases.

## 8. DEFAULT

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DATE: 01/10/2011

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(f) Take Possession. Either with or without process of law, forcibly or otherwise, but solely to the extent permitted by applicable law, enter upon and take immediate possession of the mortgaged property, expel and remove any

(e) Appointment of a Receiver. Lender shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), at the time of application and without regard to the then value of the mortgaged property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the mortgaged property. Such receiver shall have the power to collect the rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect the rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the mortgaged property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Borrower's liabilities.

(d) File Action to Foreclose. File a suit for the foreclosure of this mortgage, to collect Borrower's liabilities and/or to pursue a deficiency judgment.

(c) Accelerate Indebtedness. Declare all of Borrower's liabilities immediately due and payable and collect the same at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of an event of default and the exercise of such option, Borrower's liabilities shall bear interest, from the date of such default, at the default rate until paid in full).

(b) Perform on Behalf of Borrower. If the event of default is the failure to perform any of Borrower's obligations, to perform any such obligation on Borrower's behalf, and any amounts paid by Lender in taking such action, together with interest thereon at the default rate, from the date of Lender's payment thereof until repaid by Borrower to Lender, shall be due and payable by Borrower to Lender upon demand, and, until paid, shall constitute a part of Borrower's liabilities secured by this mortgage. Notwithstanding the foregoing, such advances by Lender shall not be deemed to relieve Borrower from an event of default hereunder or impair any right or remedy of Lender consequent thereon. The exercise of the right to take such action shall be optional with Lender and not obligatory upon Lender and Lender shall not in any case be liable to Borrower for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Lender shall have no obligations to inquire into the validity of the bill, or to contest the bill or amount thereof, and may rely upon any bills delivered to it by Borrower or any payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

(a) Exercise Other Remedies. Exercise any right or remedy set forth in any other Article of this mortgage, or in the Note, any of the Other Agreements or any of the loan documents.

any applicable cure period insofar as required hereby, or by applicable law, in Lender's sole discretion and to the extent permitted under applicable law and at Lender's sole election, without notice of such election, and without further demand, may do or cause any one or more of the following to occur:

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(g) Separate Sales. To the extent permitted under applicable law, all or any portion of the mortgaged property may be sold together or in lots or parcels and in such manner and order as the officer or other party making such sale or sales, in its sole discretion but at the request of Lender, may elect. The sale or sales of less than the whole of the mortgaged property shall not exhaust the power of sale herein granted, and the officer or other party making such sale or sales, is specifically empowered to make successive sale or sales under such power until the whole of the mortgaged property shall be sold, and if the proceeds of such sale or sales of less than the whole of such mortgaged property shall be less than the aggregate of the borrower's liabilities, this mortgage and the lien, security interest and assignment hereto shall remain in full force and effect as to the unsold portion of the mortgaged property just as though no sale or sales had been made; provided, however, that borrower shall never have any right to require the sale or sales of less than the whole of the mortgaged property, but Lender shall have the right, at its sole election, to request the officer or other party making such sale or sales to sell less than the whole of the mortgaged property. As among the various counties in which items of the mortgaged property may be situated, sales in such counties may be conducted in any order that the officer or other party making such sale or sales, may deem expedient; and any one or more of such sales may be conducted in the same month, or in successive or different months, as the officer or other party making such sale or sales may deem expedient. Upon an event of default hereunder, the Lender shall have the option to proceed as if under a full foreclosure, without declaring all of borrower's liabilities due, and if sale is made because of default of an installment, or a part of an installment, such sale may be made

persons, goods or chattels occupying or upon the same, receive all rents, and issue receipts therefor, manage, control and operate the mortgaged property as fully as borrower might do it in possession thereof, including without limitation, the making of all repairs and replacements deemed necessary by Lender and the leasing of the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the mortgaged property, apply the remaining net income, if any, to borrower's liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Lender and to the extent permitted by law, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to the borrower at the address of borrower last appearing on the records of Lender. Borrower and Trustee agree to surrender possession of the mortgaged property to Lender immediately upon the occurrence of an event of default. If borrower shall remain in physical possession of the mortgaged property, or any part thereof, after any such default, such possession shall be as a tenant of Lender, and borrower agrees to pay to Lender, or to any duly appointed receiver, after such default, a reasonable monthly rental for the mortgaged property, or the part thereof so occupied by the borrower, to be applied as provided above in the first sentence of this subparagraph, and to be paid in advance on the first day of each calendar month, and, in default of so doing, borrower may be disposed of by the usual summary proceedings. In the event borrower shall so remain in possession of all, or any part of, the mortgaged property, said reasonable monthly rental shall be in amounts established by Lender in its sole discretion. This covenant shall be effective irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

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9.05 WAIVERS. To the fullest extent permitted by applicable law, Borrower and Trustee, on behalf of themselves, their

9.04 Application of Proceeds of Foreclosure. The proceeds of any foreclosure sale or other sale by Lender hereunder of the Mortgaged Property shall be applied and distributed as follows: first, on account of the fees, charges, costs and expenses described in Paragraphs 9.02 and 9.03 above; secondly, to the balance of Borrower's Liabilities in such order as Lender shall elect in its sole discretion; with the balance, if any, to be distributed as required under applicable laws.

9.03 Expenses of Collection. Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of Borrower's Liabilities to the extent permitted by applicable law (and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered upon this Mortgage or the Note) the following: all applicable costs, charges, expenses and reasonable attorneys' fees incurred in connection with the foreclosure and collection; any and all expenditures which may be paid or incurred by or on behalf of Lender for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, and similar data and assurances with respect to the title to the Mortgaged Property; interest at the Default Rate, as provided in the Note upon a default thereunder; all prepayment or like premiums, if any, provided for in the Note; and all other fees, costs and expenses which Lender deems necessary to prosecute any remedy which may be had under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment or like premiums, fees and other expenditures shall be a part of Borrower's Liabilities, secured by this Mortgage, payable on demand and, except for the aforesaid interest at the Default Rate and the prepayment or like premiums, shall bear interest at the Default Rate from the date of Lender's payment thereof until repaid to Lender.

9.02 Payment of Legal Fees and Expenses. If judicial or non-judicial foreclosure proceedings are instituted upon this Mortgage or if Lender shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding (bankruptcy or otherwise) relating to the Loan Documents, or Borrower's Liabilities, or if Lender shall incur or pay any expenses, costs, charges or attorneys' fees by reason of the employment of counsel for advice with respect to this Mortgage, the Note, the Other Agreements or Borrower's Liabilities (other than in the ordinary course of administering the loan evidenced hereby), and whether in court proceedings or otherwise, such expenses and all of Lender's reasonable attorneys' fees shall be part of Borrower's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the Default Rate from the date of Lender's payment thereof until repaid to Lender.

(h) Exercise All Other Lawful Rights. Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State in which the Mortgaged Property is located, accruing to a secured party upon a default by a borrower and/or debtor, or provided by applicable statute or case law, and whether exercisable at law or in equity.

subject to the unmatured part of the Note and the Borrower's Liabilities; and such sale, if so made, shall not in any manner affect the unmatured part of the Borrower's Liabilities but as to such unmatured part, this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Any number of sales may be made hereunder without exhausting the right of sale for any unmatured part of the Borrower's Liabilities.

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legally bind acquiring any interest in or title to the mortgaged property subsequent to the date of this mortgage, does hereby expressly waive: (a) all benefits which may accrue to borrower by any present or future laws exempting the mortgaged property from levy, attachment or sale on execution, or providing for any and all rights of appraisal, appraisement, valuation, stay of execution, extension, redemption, reinstatement, cure or extension of time for payment; (b) all notices of default, event of default, acceleration, election of remedies, sale or for any other purposes, except as specifically set forth herein; (c) any right to appraisal or marshaling of assets or of a sale in the inverse order of alienation; (d) any right of homestead; (e) the right to a trial by jury; (f) the right to assert any defense based upon whatever to defeat, reduce, affect or delay the right of the lender to sell, or to have sold, the mortgaged property for the collection of the borrower's liabilities.

9.06 Lender Not Required to Accept Cure. Upon and after the occurrence of an Event of Default under this Mortgage, Lender shall not be obligated to accept any cure or attempted cure by Borrower, except to the extent required by applicable law.

9.07 Discontinuance of Proceedings. In case Lender shall have proceeded to invoke any right, remedy or recourse permitted hereunder, under the Note or under any of the Other Agreements, and shall thereafter elect to discontinue or abandon the same for any reason, Lender shall have the unqualified right so to do and, in such event, Lender, Borrower and Trustee shall be restored to their former positions and otherwise, and the rights, remedies, recourses and power of Lender shall continue as if same had never been invoked.

9.08 Prepayment. If, following the occurrence of an Event of Default and an acceleration of Note but prior to the sale of the mortgaged property, Borrower shall tender to Lender payment of an amount sufficient to satisfy all of Borrower's liabilities, such payment shall be deemed to be a voluntary prepayment under the Note and, accordingly, Borrower shall also pay to Lender the premium (if any) then required under the Note in order to exercise the prepayment privilege contained therein.

9.09 Purchase by Lender. Lender shall have the right to become the purchaser at the sale of the mortgaged property hereunder in any manner permitted by law and shall have the right to be credited on the amount of its bid therefor all of Borrower's liabilities due and owing as of the date of such sale.

9.10 Rights and Remedies Cumulative. Each right, power and remedy conferred upon the Lender by this Mortgage and the other Loan Documents is cumulative and in addition to every other right, power and remedy, express or implied, given now or hereafter existing, at law and in equity; and each and every right, power and remedy herein or therein set forth or otherwise existing may be exercised from time to time as often and in such order as may be deemed expedient by the Lender; and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. Lender shall have the complete and absolute right, in its sole discretion, to institute suit against Borrower under the Note or any of the Other Agreements, without instituting foreclosure proceedings hereunder, and unless and until Borrower's liabilities shall have been paid in full, no such suit or proceeding shall in any way release the borrower or the mortgaged property hereunder, or prohibit, limit, delay or adversely affect Lender's exercise of any rights or remedies granted hereunder. Lender may resort to any guarantor of Borrower's liabilities or to any collateral pledged by any person for the payment of Borrower's liabilities, and no such action will in any way release the borrower or the mortgaged property hereunder, or prohibit, limit, delay or adversely affect Lender's exercise of any rights or remedies granted hereunder, or release the borrower or the mortgaged property hereunder, or prohibit, limit, delay or adversely affect Lender's exercise of any rights or remedies granted hereunder. Lender may resort to any guarantor of Borrower's liabilities or to any collateral pledged by any person for the payment of Borrower's liabilities, and no such action will in any way release the borrower or the mortgaged property hereunder, or prohibit, limit, delay or adversely affect Lender's exercise of any rights or remedies granted hereunder, or release the borrower or the mortgaged property hereunder, or prohibit, limit, delay or adversely affect Lender's exercise of any rights or remedies granted hereunder.



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10.07 Binding Upon Successors and Assigns. This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns, or heirs and personal

10.06 Further Assurances. Borrower, promptly upon written request by Lender, at Borrower's sole expense, will make, execute and deliver or will cause to be made, executed and delivered to Lender, in form and substance acceptable to Lender, all documents and instruments that Lender is reasonably advised are and/or reasonably deems necessary or appropriate to evidence, document or conclude the transactions described in and/or are contemplated by this Mortgage, the Note, or the Other Agreements or are required to perfect or continue perfected, as valid encumbrances, the encumbrances granted herein or in the Other Agreements by Borrower and Trustee to Lender, upon the Mortgaged Property.

10.05 Borrower to Deliver Estoppel Letter. Borrower, within ten (10) days after written request by Lender therefor, will certify, in writing, to Lender, or to any proposed assignee of this Mortgage, the amount of principal and interest then owing and unpaid under the Note and whether Borrower has or asserts any offsets or defenses thereto.

10.04 Covenants Run With the Land. All the covenants contained in this Mortgage will run with the land.

10.03 Notice. Every provision for notice, demand or request required in this Mortgage or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (or mailed to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party and shall be deemed to have been made on the day of posting as aforesaid. For purposes herein, notice shall be sent to Borrower and Lender at their addresses stated above or at such place or to such other person as any party here to may by notice in writing as provided herein designate as a place for the service of notice.

10.02 Partial Releases Permitted. Lender, without notice, may release, regardless of consideration, any part of the security held for Borrower's Liabilities, (including, without limitation, any guarantor) without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Lender may resort for the payment of Borrower's Liabilities to any other security therefor held by the Lender in such order and manner as Lender may elect.

10.01 Waiver Not a Subsequent Waiver. Any failure of Lender to insist upon the strict performance by Borrower of any of the terms and provisions of this Mortgage, the Other Agreements or the Note shall not be deemed to be a waiver of any of the terms and provisions thereof, and Lender, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Borrower of any and all of the terms and provisions thereof to be performed by Borrower.

## 10. MISCELLANEOUS

adversely affect Lender's exercise of any rights or remedies granted hereunder. In the event that Lender has been granted rights and remedies hereunder and in any of the other Loan Documents which are inconsistent with each other, Lender shall have the sole right to elect which of such inconsistent remedies it shall pursue, and the inclusion of such inconsistent remedies shall not invalidate any remedies contained herein or in any of the Loan Documents, nor shall the inclusion of inconsistent remedies invalidate any of the Loan Documents.

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representatives, as the case may be, of the Borrower and Lender. The term "Borrower" as used herein shall include the party who executed this Mortgage, any person or entity who shall become liable hereunder, and any person or entity who shall acquire the Mortgaged Property, or any part thereof or interest therein.

10.08 Choice of Law. This Mortgage having been negotiated, executed and delivered in the State of Illinois, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

10.09 Interest Rate and Fees Limited by Applicable Law. Any agreements between Borrower and Lender are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the Loan or otherwise, shall the amount paid or agreed to be paid to Lender for the use, detention or forbearance of the Loan proceeds to be disbursed exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable thereto. If fulfillment of any provision herein or in the Note, at the time performance of such provision becomes due, involves exceeding such highest lawful rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful rate. If by any circumstance Lender shall ever receive as interest an amount which would exceed such highest lawful rate, the amount which may be deemed excessive interest shall be applied to the principal of Borrower's Liabilities and not to interest. The terms and provisions of this Paragraph shall control all other terms and provisions contained herein, in the Note and in the other agreements.

10.10 Effect of Unenforceable Provision. Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

10.11 Default Rate of Interest. As used herein, the term "Default Rate" shall mean such rate after the declaration of an Event of Default set forth in the Note.

10.12 Mortgage Not a Joint Venture. Nothing herein shall be deemed or construed, nor shall the exercise by Lender of any rights, privileges or remedies conferred under this Mortgage, the Note or the Other Agreements, render Lender and Borrower liable as joint venturers or partners in any way with respect to the Mortgaged Property.

10.13 Amendments and Waivers Only in Writing. No terms or conditions contained in this Mortgage or the Note may be altered, amended or changed except as evidenced in writing signed by Borrower and Lender.

10.14 Mortgage Constitutes a Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing in the office of the recorder of deeds of the state in which the Mortgaged Property is located with respect to any and all fixtures included within the term "Mortgaged Property" as herein defined and with respect to any goods or other personal property which may now be or hereafter become such fixtures.

10.15 Defeasance. Upon payment and discharge of such of Borrower's Liabilities to Lender as provided in the Loan Agreement and performance of all covenants of Borrower's Obligations, to the extent permitted by applicable law, the payment of all costs, expenses and fees, including reasonable attorneys' fees, incurred by Lender for the preparation, execution and/or recording of any required instrument, then this Mortgage shall be null and void.

10.01-10.07

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10.23 Waiver of Right of Redemption and other Rights. To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to

10.22 No Adverse Interests. Borrower shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Mortgage to rely on the Mortgaged Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Borrower hereby assigns to Lender any and all rights to give consent for all or any portion of the Mortgaged Property or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Borrower shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Borrower which would result in a violation of any of the provisions of this Paragraph 10.22 shall be void.

10.21 Interest of Lender. In being the desire and intention of the parties hereto that this Mortgage and the Lien hereof do not merge in fee simple title with the Mortgaged Property, it is hereby understood and agreed that should Lender acquire any additional or other interest in or to the Mortgaged Property or the ownership thereof, then unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the Lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

10.20 Subrogation. Lender shall be subrogated for its further security to the Lien, whether or not released of record, of any and all encumbrances which were paid or discharged from the proceeds of the Loan, and from any funds which, pursuant to the terms hereof, should have been paid to Lender; provided, however, that such subrogation shall not amend any of the terms and provisions hereof, or in any manner change the obligations of Borrower to Lender hereunder.

10.19 Offset by Lender. Lender shall have the right to set off against any amount due and owing hereunder, or under the Note or any of the Other Agreements, any amount in Lender's possession which is owed by, or due to, Borrower (either in its individual capacity or as a joint tenant); provided, however, that Lender shall not be required to set off any such amount, and in no event shall the ability of Lender to set off any such amount be deemed to constitute payment of any amount unless and until such set off shall have actually been made.

10.18 No Offset by Borrower. Borrower consents and agrees that any claim or right which it may have against Lender it shall collect or assert only in an action separate from this Mortgage, and not as an offset, set-off, counter-claim or reduction of any amount due hereunder, under the Note or under any of the Other Agreements.

10.17 Time of Essence. Time is of the essence under this Mortgage.

10.16 Captions. The captions, titles and headings used in this Mortgage are inserted for convenience only, and shall not be used in interpreting the provisions hereof.

and void and Lender shall execute and deliver a Full Satisfaction of Mortgage and Release to Borrower; otherwise this Mortgage shall remain in full force and effect.

6:30:44:00

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10.19 Offset by Lender. Lender shall have the right to set off against any amount due and owing hereunder, or under the Note or any of the Other Agreements, any amount in Lender's possession which is owned by, or due to, Borrower (either in its individual capacity or as a joint tenant); provided, however, that Lender shall not be required to set off any such amount, and in no event shall the ability of Lender to set off any such amount be deemed to constitute payment of any amount unless and until such set off shall have actually been made.

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10.21 Interest of Lender. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title with the Mortgaged Property, it is hereby understood and agreed that should Lender acquire any additional or other interest in or to the Mortgaged Property or the ownership thereof, then unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

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10.23 Waiver of Right of Redemption and other Rights. To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to

Produced Pursuant to Protective Order

00444065



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69011-03

By: \_\_\_\_\_ Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ Its: \_\_\_\_\_

LASALLE NATIONAL BANK, as Trustee  
aforesaid

By: \_\_\_\_\_ Its: \_\_\_\_\_

PEERLESS MACHINING AND LENDING  
MACHINE CORPORATION, a Delaware  
corporation

IN WITNESS WHEREOF, the Borrower has executed this Mortgage  
as of the day and year first above set forth.

This mortgage shall secure not only Borrower's liabilities  
existing hereunder, but also such future advances, whether such  
future advances are obligatory or to be made at the option of the  
Lender, or otherwise, as are made within twenty (20) years from  
the date hereof to or for the benefit of Borrower, to the same  
extent as if such future advances were made on the date of the  
execution hereof or such other instrument, although there may be  
no advance made at the time of the execution hereof or such other  
instrument and although there may be no indebtedness outstanding  
at the time any future advance is made. The maximum amount which  
may be secured hereby, including all such future advances, shall  
not exceed twice the original principal amount of the Note plus  
interest thereon.

11. FUTURE ADVANCES

any sale thereof to be made pursuant to any provisions herein  
contained, or to any decree, judgment or order of any court of  
competent jurisdiction; or claim or exercise any rights under any  
statute now or hereafter in force to redeem the property or any  
part thereof, or relating to the marshalling thereof, upon  
foreclosure sale or other enforcement hereof. To the full extent  
permitted by law, Borrower hereby expressly waives any and all  
rights it may have to require that the premises be sold as  
separate tracts or units in the event of foreclosure. To the  
full extent permitted by law, Borrower hereby expressly waives  
any and all rights to redemption and reinstatement, on its own  
behalf, on behalf of all persons claiming or having an interest  
(direct or indirect) by, through or under Borrower and on behalf  
of each and every person acquiring any interest in or title to  
the premises subsequent to the date hereof, it being the intent  
hereof that any and all such rights of redemption of Borrower and  
such other persons, are and shall be deemed to be hereby waived  
to the full extent permitted by applicable law. Borrower further  
waives all rights to a jury trial.

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69041103

ATTEST: *[Signature]*  
By: *[Signature]*  
ASSISTANT SECRETARY

By: *[Signature]*  
Its: ASSISTANT VICE PRESIDENT  
LASALLE NATIONAL BANK, as Trustee  
of the said

LASALLE NATIONAL TRUST, N.A. Successor

By: *[Signature]*  
Its:  
PEERLESS WEIGHING AND VENDING  
MACHINE CORPORATION, a Delaware  
corporation

IN WITNESS WHEREOF, the Borrower has executed this Mortgage as of the day and year first above set forth.

This Mortgage shall secure not only Borrower's Liabilities existing hereunder, but also such future advances, whether such future advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within twenty (20) years from the date hereof to or for the benefit of Borrower, to the same extent as if such future advances were made on the date of the execution hereof or such other instrument, although there may be no advance made at the time of the execution hereof or such other instrument and although there may be no indebtedness outstanding at the time any future advance is made. The maximum amount which may be secured hereby, including all such future advances, shall not exceed twice the original principal amount of the Note plus interest thereon.

11. FUTURE ADVANCES

any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or claim or exercise any rights under any statute now or hereafter in force to redeem the property or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Borrower hereby expressly waives any and all rights to redemption and reinstatement, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. Borrower further waives all rights to a jury trial.

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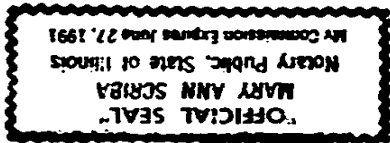
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69044069

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*Mary Ann Scriba*  
Notary Public

SEAL  
June 27, 1991  
My Commission Expires:

I, Mary Ann Scriba, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mild C. Ruskala, being the Vice President of PERLESS WEIGHING AND VENDING MACHINE CORPORATION, a Delaware corporation, personally known to me to be the person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such officers he signed and delivered the within instrument and executed the same as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal this 12<sup>th</sup> day of September, 1990.

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )



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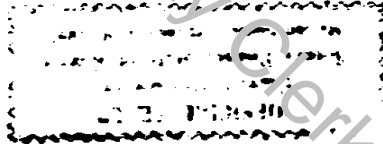


COOK COUNTY CLERK'S OFFICE  
JAN 1 2000

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SEAL

*James B. [Signature]*  
Notary Public

My Commission Expires:

September, 1990.

GIVEN under my hand and Notarial Seal, this 12 day of

set forth.  
voluntary act of said Trustee, for the uses and purposes therein  
authority as their own free and voluntary act and as the free and  
that they signed and delivered said instrument pursuant to  
instrument, appeared before me this day in person and acknowledged  
be the same persons whose names are subscribed to the foregoing  
NATIONAL BANK, as Trustee as aforesaid, personally known to me to  
and William H. [Name] of LASALLE  
for said County. in the State aforesaid, DO HEREBY CERTIFY, that  
I, [Name], a Notary Public, in and

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

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17-15-105-001  
17-15-105-002  
17-15-105-003  
17-15-105-004  
17-15-105-005  
17-15-106-006

PIN:

207 South Wabash, Chicago, Illinois  
221-223 South Wabash, Chicago, Illinois  
63-67 East Adams, Chicago, Illinois  
209-219 South Wabash, Chicago, Illinois

ADDRESS:

PARCEL 4:  
ALL OF BORROWER'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND UNDER THAT CERTAIN LEASE MADE BY TOFFENETTI RESTITUTANT COMPANY, INC. TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 28644 DATED JANUARY 24, 1962 AND RECORDED ON FEBRUARY 1, 1962 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 18390587 WITH RESPECT TO THE LAND DESCRIBED AS PARCEL 4.

PARCEL 6:  
ALL OF BORROWER'S RIGHT, TITLE AND INTEREST AS LESSEE IN AND UNDER THAT CERTAIN LEASE MADE BY S. LEONARD BOYCE TO RALPH C. OTIS DATED MARCH 1, 1906 AND RECORDED ON JANUARY 14, 1908 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 4144371 WITH RESPECT TO A PORTION OF THE LAND DESCRIBED AS PARCEL 1.

PARCEL 5:  
THE NORTH 2/3 OF LOT 6 IN BLOCK 5 IN FRACTIONAL SECTION 15, (EXCEPT THAT PART THEREOF TAKEN OR USED FOR ALLEY), IN TOWNSHIP 39 NORTH RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:  
LOT 3 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:  
THE EAST 1/2 OF LOT 2 (EXCEPT FROM SAID LAND THE EAST 9 FEET THEREOF FOR ALLEY) IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ALSO THE EAST 40 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
THE WEST 1/2 OF LOT 2 IN BLOCK 5 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 1:

Legal Description of the Premises

EXHIBIT A

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30-1-14063

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1. Taxes not yet due and payable.
2. The rights of tenants in possession under written leases.
3. Party Wall Agreements recorded in the Office of the Recorder of Deeds of Cook County Illinois as Document Nos. 438220, 2800965, 439714, 10440344, 13240, and 5108383.

The Permitted Encumbrances

EXHIBIT B

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11/18/2013

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COOK COUNTY CLERK'S OFFICE  
11/18/2013

COOK COUNTY CLERK'S OFFICE  
11/18/2013



30444063

Property of Cook County Clerk's Office

1. Taxes not yet due and payable.
2. The rights of tenants in possession in written leases.
3. Party Wall Agreements recorded in the Office of the Recorder of Deeds of Cook County Illinois as Document Nos. 438220, 2800965, 439714, 10440344, 13240, and 5108383.

The Permitted Encumbrances

EXHIBIT B