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MORTGAGE

MORTGAGE made and executed on September 26, 1990, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as trustee under a Trust Agreement dated January 17, 1983, and known as Land Trust No. 56673, having its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60602 ("Mortgagor") in favor of PIONEER BANK & TRUST COMPANY, an Illinois banking corporation ("Mortgagee"), having an office at 4000 West North Avenue, Chicago, Illinois 60639.

DEPT-01 RECORDING

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W I T N E S S E T H: 143333 TRAN 0533 11/26/90 13:17:

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WHEREAS, each of Marvin R. Wortell, being the owner of the beneficial interest of Mortgagor ("Wortell"), and Triton Industries, Inc., an Illinois corporation (collectively with Mortgagor and Wortell, the "Borrowers"), has requested that Mortgagee lend monies to them, which monies Mortgagee has agreed to lend pursuant to a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") among Borrowers and Mortgagee, which Loan Agreement is incorporated herein by reference;

WHEREAS, pursuant to the Loan Agreement, Wortell has, among other things, executed and delivered to Mortgagee, and Wortell is justly indebted to Mortgagee upon, a term loan promissory note of even date herewith referred to in the Loan Agreement as the Wortell Term Loan Promissory Note (the "Wortell Term Note"), in the original principal amount of Four Hundred Seventy-Five Thousand and 00/100 Dollars (\$475,000) which Wortell Term Note is incorporated herein by reference, evidencing a portion of the "Obligations" (as defined in the Loan Agreement), payable in installments as provided therein, with a final payment of the unpaid principal amount thereof due on August 31, 1995;

WHEREAS, the term "Obligations" as hereafter used in this Mortgage shall be as defined in the Loan Agreement;

WHEREAS, as a condition to Mortgagee's loans and advances to Borrowers under the Loan Agreement, including without limitation the loan evidenced by the Wortell Term Note, Mortgagee has required, among other things, that Mortgagor enter into this Mortgage and grant to Mortgagee the liens referred to herein to secure payment and performance of the Obligations, and any loan or other financial accommodation made by Mortgagee to Borrowers under the Loan Agreement shall be in reliance upon this Mortgage;

WHEREAS, Obligations secured hereby shall not exceed \$475,000; and

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WHEREAS, Mortgagor acknowledges and agrees that Mortgagor shall directly benefit from the loans and advances by Mortgagee to Mortgagor under the Loan Agreement;

NOW, THEREFORE, to secure the payment of the indebtedness evidenced by the Wortell Term Note, including interest thereon, and the payment and performance of all other Obligations, including without limitation the payment and performance of all obligations of Mortgagor under this Mortgage, whether by acceleration or otherwise, and in consideration of One Dollar (\$1.00) in hand paid, Mortgagor does hereby CONVEY, MORTGAGE and WARRANT to Mortgagee, its successors and assigns, the real estate in Cook County, Illinois described in Exhibit A attached hereto and made a part hereof as if set forth here in full (the "Real Estate" and, collectively with the property described in the next following paragraph, the "Premises"),

TOGETHER WITH all right, title and interest, including without limitation the right of use and occupancy, which Mortgagor may now have or may hereafter acquire, by after-acquired title, reversion or otherwise, in and to (a) any lands occupied by streets, alleys or public places adjoining the Real Estate or in and to such streets, alleys or public places; (b) all improvements, easements, appurtenances, tenements, hereditaments, gas, oil, minerals, licenses, franchises, fixtures and all other rights and privileges belonging or appertaining to the Real Estate; (c) all apparatus, machinery, equipment and appliances now or hereafter located on the Real Estate and used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration, to treat or dispose of refuse or waste, or otherwise for or in connection with maintenance and operation of the Real Estate or other parts of the Premises; (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings and awnings now or hereafter located or used in or related to any improvements now or hereafter located on the Real Estate; and (e) all fixtures and personal property, now or hereafter owned by Mortgagor and used or useful for or in connection with the operation of the Real Estate or other parts of the Premises,

AND FURTHER, as additional security for the Obligations, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including without limitation any period of redemption), primarily and on a parity with the Premises and not secondarily, (a) all rents, issues, proceeds and profits of the Premises or any part thereof and all rents, issues, proceeds, profits, revenues, royalties, bonuses, rights and benefits now or hereafter due, payable or accruing (including without limitation all deposits of money as advance rent, for security or as earnest money or downpayment for the purchase of all or any part of the Premises) under all "Leases and Agreements", which term shall herein mean collectively any and all present and future leases, tenancies, licenses, material contracts (including without

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limitation contracts for the sale of all or any part of the Premises) and other material agreements related to the ownership, use or occupancy of all or any part of the Premises; (b) all Leases and Agreements; (c) all amounts payable in lieu of or as compensation for any loss or destruction of or damage to all or any part of the Premises, all fire and other hazard or casualty insurance policies related to the Premises or any part thereof, and all proceeds of any such insurance policies; and (d) all amounts payable in lieu of or as awards in connection with any condemnation, eminent domain, change of grade or other similar proceeding for any taking of all or any part of the Premises or any right, title, interest or value related thereto;

TO HAVE AND TO HOLD the Premises and the property, rights and interests pledged and assigned in the next preceding paragraph unto Mortgagee and its successors and assigns forever for the uses and purposes herein set forth.

In addition, and as a part of this Mortgage:

1. Mortgagor covenants and agrees with Mortgagee that:

(a) Mortgagor and the Borrowers shall duly and promptly perform and observe all of the terms, provisions, covenants and agreements on the part of the Mortgagor and Borrowers to be performed or observed under this Mortgage and under the Wortell Term Note.

(b) Mortgagor shall promptly pay all general and special taxes and assessments, and governmental charges or levies of whatever kind, whether ordinary or extraordinary or public or private, imposed upon the Premises or any part thereof before the same become delinquent; provided, that Mortgagor shall have the right to contest the same in accordance with Section 5.1 of the Loan Agreement.

(c) Upon request of Mortgagee from time to time, Mortgagor shall exhibit to Mortgagee official receipts evidencing compliance with (b) above.

(d) Mortgagor shall maintain insurance and provide for the application of insurance proceeds in accordance with Sections 3.5 and 5.2 of the Loan Agreement.

(e) Mortgagor (i) shall maintain the Premises in accordance with Sections 3.7 and 5.2 of the Loan Agreement, (ii) shall not abandon the Premises or permit them to be vacant and unoccupied, (iii) shall not commit or suffer waste thereon, (iv) except as otherwise provided in the Loan Agreement, shall not make or permit any changes, alterations or additions to or removals or demolitions of any buildings, fixtures and other improvements now or hereafter located on the Premises, except definitive projects

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having a cost of not more than \$100,000 per project and except as may be required by applicable law or as may be necessary to comply with Mortgagor's maintenance, repair, replacement or reconstruction obligations under this Mortgage or under or in connection with the Loan Agreement, (v) shall not construct or erect any new buildings, fixtures or other improvements on the Premises, and (vi) shall comply in all material respects and shall cause the Premises to be and remain in compliance in all material respects with all applicable laws, ordinances, restrictions, governmental rules and regulations, including without limitation zoning ordinances, building and fire codes, laws and regulations relating to the generation, treatment, storage, disposal or release of any toxic or hazardous waste or substance, and other laws and regulations governing use and occupancy of the Premises.

(f) Mortgagor shall keep the Premises free and clear of all "Liens" (as defined in the Loan Agreement), except as permitted by Section 6.4 of the Loan Agreement.

(g) Mortgagor shall comply in all material respects with its obligations under all Leases and Agreements.

2. Mortgagor agrees to give Mortgagee immediate notice of any actual or threatened commencement of a condemnation, eminent domain or other similar proceeding for any taking of all or any part of the Premises or any right, title, interest or value related thereto. Mortgagor hereby authorizes Mortgagee to intervene in any such proceeding and to collect and receive any and all awards and other compensation to be paid to Mortgagor resulting from such proceeding. Mortgagor shall execute and deliver to Mortgagee upon request, free and clear of any claim or encumbrance, any and all agreements and instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning to Mortgagee all awards and compensation to be made to Mortgagor as a result of any such proceeding. Mortgagor agrees that all amounts payable in lieu of or as awards in connection with any such proceeding shall be applied by Mortgagee first to the payment of the Wortell Term Loan, and at Mortgagee's option, to any remaining Obligations, after the payment or reimbursement of all expenses in connection with any such proceeding, including without limitation reasonable attorneys' fees and costs.

3. Mortgagor hereby represents and warrants to Mortgagee as follows:

(a) The Loan Agreement has been duly executed and delivered by Borrowers.

(b) The execution and delivery of the Loan Agreement and the performance by each of the Borrowers thereunder has been duly authorized and does not conflict with or result in a breach or default under (i) any material agreement,

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instrument, order, writ, judgment or decree to which either of the Borrowers is a party or by which they or the Premises are bound; or (ii) any material law, rule or regulation applicable to Mortgagor.

(c) Mortgagor is not in violation of any zoning, building or other law affecting the Premises.

(d) All certificates, permits, licenses and other authorizations of all governmental and quasi-governmental authorities necessary to permit the use, occupancy, and operation of the Premises have been obtained and are in full force and effect, and there is no material violation by Mortgagor of any of the terms or obligations therein.

#### 4. With respect to Leases and Agreements:

(a) Mortgagee shall have the right to approve all Leases and Agreements, including without limitation the form and content of any lease of all or any part of the Premises and the tenant or tenants thereunder, which approval shall not be unreasonably withheld.

(b) Mortgagor shall not, without the prior written consent of Mortgagee which consent shall not be unreasonably withheld, (i) enter into any lease or permit any tenancy of all or any part of the Premises, (ii) make any pledge or collateral assignment of any Leases and Agreements or of any rents or other rights thereunder, except as security for Obligations, (iii) accept any installment of rent more than thirty (30) days before the due date of any such installment, (iv) amend or change the terms of any Leases and Agreements previously consented to by Mortgagee, or (v) permit, consent to or make any assignment of any Leases and Agreements or any sublease under any lease or tenancy of all or any part of the Premises.

(c) Mortgagor (i) will at all times promptly and faithfully keep and perform in all material respects all of the covenants, conditions and agreements on its part to be kept and performed under all Leases and Agreements, (ii) will enforce or secure the performance in all material respects of all of the covenants, conditions and agreements on the part of other parties to be kept and performed under all Leases and Agreements, (iii) will appear in and defend any action or proceeding arising out of or in any manner connected with any Leases and Agreements or the rights and obligations of the parties thereunder, and (iv) will execute and deliver to Mortgagee, upon request, any and all documents and instruments deemed reasonably necessary by Mortgagee to transfer and assign to Mortgagee as security hereunder any Leases and Agreements, (v) will furnish to Mortgagee, upon written request, a written statement containing the names of all lessees and the terms of all leases and tenancies including the spaces

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occupied and the rentals payable thereunder, and (vi) will exercise, within 5 days of any demand therefor by Mortgagee, any right to request from any tenant under any lease a certificate with respect to the status thereof in a form set forth under the applicable lease or otherwise as requested by Mortgagee.

(d) Nothing in this Mortgage or in any other documents relating to the indebtedness secured by this Mortgage shall be construed to obligate Mortgagee, expressly or by implication, to keep or perform any of the covenants and agreements on the part of the landlord to be kept and performed under leases and tenancies covering all or any portion of the Premises or to pay any sum of money or damages to be paid by the landlord or landlord's assignee under such leases and tenancies, all of which covenants, agreements and payments shall be kept, performed and paid by Mortgagor.

(e) In the event of a default by Borrowers and enforcement by Mortgagee of the remedies provided by law or by this Mortgage, the tenant under each lease and tenancy covering all or any portion of the Premises, if any, shall, at the option of Mortgagee and upon delivery of a notice from Mortgagee to such tenant, attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such successor in interest as landlord under such lease or tenancy without any change in the terms or other provisions thereof; provided, however, that said successor-in-interest shall not be bound by any payments made or deemed to have been made by any tenant more than thirty (30) days in advance of the due date of any such payments or by any amendment or modification to any lease executed after the date hereof or tenancy made without the prior consent of Mortgagee or said successor-in-interest. Each tenant, upon request by Mortgagee or any such successor-in-interest, shall execute and deliver an instrument or instruments confirming such attornment and Mortgagor shall cause each lease covering all or any portion of the Premises to contain a covenant on the part of the tenant evidencing its agreement to such attornment.

(f) At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to the priority of entitlement to insurance proceeds or to any award or other compensation paid in any condemnation proceeding) to any and all leases and tenancies of all or any portion of the Premises upon execution by Mortgagee of a unilateral declaration subordinating this Mortgage to such leases and tenancies and the recording thereof, any time hereafter, in the Office of the Recorder of Deeds in and for the county in which the Premises are located.

5. Except as to the negligence of Mortgagee, Mortgagor agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all loss, cost, damage, liability or expense, including without limitation reasonable attorneys' fees and costs

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of litigation, incurred, sustained or suffered by Mortgagee, as a result of or arising out of (a) any damage to persons or property on or about the Premises, (b) the violation or enforcement of any law, ordinance, private right or restriction applicable to the Premises or any part thereof or the use or occupancy thereof, (c) the protection or enforcement of the lien or priority of this Mortgage or any of Mortgagee's rights hereunder, (d) the presence of any hazardous waste (as defined in the Resource Conservation and Recovery Act), petroleum or hazardous substance (as defined in the Comprehensive Environmental Response, Compensation and Liability Act) at, on or near the Premises, (e) compliance with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the Premises, and (f) any action, claim, demand or other proceeding against Mortgagee or in which Mortgagee may become involved relating to any of (a) through (e) above. Mortgagee may designate its own attorneys or other representatives to act for and represent Mortgagee in connection with any such action, claim, demand or other proceeding.

6. Mortgagor covenants, agrees and acknowledges that an Event of Default shall exist under this Mortgage upon the occurrence of any of the following events or conditions:

(a) Mortgagor's failure to make payment of any Obligations constituting principal or interest in full within ten (10) days following the date on which such Obligations are due or declared due (including without limitation pursuant to Section 2.4 of the Loan Agreement), or failure to make payment in full of any other Obligation within ten (10) days following the date on which such other Obligation is due or declared due.

(b) Mortgagor's failure to observe or perform or otherwise comply with any of the covenants or agreements of Mortgagor set forth in this Mortgage, except those to which (a) above is applicable, and such failure continues for more than thirty (30) days after such failure first occurs; provided, that such grace period shall not apply, and an Event of Default shall exist upon the first occurrence of such failure, if (i) Mortgagor is not proceeding diligently to cure such Event of Default and does not certify to Mortgagee in writing that (A) it is proceeding diligently to cure such Event of Default and (B) it has every reasonable prospect of being able to effect such cure within such thirty (30) day grace period, (ii) such Event of Default may not, in Mortgagee's reasonable determination, be cured by Mortgagor during such thirty (30) day grace period (such failure incapable of cure to include without limitation failure to obtain the written consent of Mortgagee prior to taking any action described in this Mortgage which is not permitted by this Mortgage or requires such prior written consent), or (iii) the covenant to have been performed was one set forth in paragraph 1(d), 1(e)(iii), 1(e)(iv), 1(e)(v), 3(b) or 3(d) above.

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(c) Any "Event of Default" under the Loan Agreement (as the term "Event of Default" is defined therein).

(d) Any material uninsured loss, theft, damage to or destruction of the Premises which is not paid by Borrowers to Mortgagee within 10 days of such occurrence.

7. Without limiting other rights granted or permitted to Mortgagee under this Mortgage or under the Loan Agreement, upon the occurrence of an Event of Default and the express or accelerated maturity of any Obligations, Mortgagee may, at its option and to the extent permitted by applicable law, (a) institute proceedings for the complete foreclosure of this Mortgage, (b) institute proceedings in equity or at law for the specific performance of any covenant, agreement or condition in this Mortgage or in aid of the execution of any power granted in this Mortgage, (c) in compliance with Illinois law, enter upon and take and maintain possession of all or any part of the Premises and all documents, books, records, papers and accounts of Mortgagor or the then manager of the Premises relating thereto, exclude Mortgagor and its agents and servants wholly therefrom and possess, operate, manage and control the Premises or any part thereof and conduct any business thereon, with full power to (i) collect all rents, issues and profits from the Premises, (ii) take such action, legal or equitable, as may, in Mortgagee's discretion, be necessary or desirable to protect or enforce the payment of the rents, issues and profits from the Premises, including without limitation instituting actions for recovery of rent, actions in forcible detainer and actions in distress for rent, (iii) cancel or terminate any tenancy, lease or sublease for any cause or reason which would entitle Mortgagor to cancel such tenancy, lease or sublease, (iv) elect to disaffirm any tenancy, lease or sublease made subject to this Mortgage or which is or becomes subordinate to the lien of this Mortgage, (v) extend or modify any lease or tenancy and make new leases, which extensions, modifications and new leases may provide for terms or options for terms to expire beyond the maturity date of all Obligations, it being understood and agreed that any such leases and the options and other provisions contained therein shall be binding upon Mortgagor, upon all persons whose interests in the Premises are subject to the lien of this Mortgage and upon any purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured by this Mortgage, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser or purchasers at any foreclosure sale, (vi) make any repairs, decorations, renewals, replacements, alterations, additions and improvements to the Premises as Mortgagee may deem reasonably necessary or desirable, (vii) insure and reinsure the Premises and any risks incident to the possession, operation, management and control of the Premises by Mortgagee and (viii) take such other action for the possession,



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operation, management and control of the Premises as Mortgagee may deem necessary or appropriate, and/or (d) take such other action as may be permitted by applicable law.

8. In the event of a default by Mortgagor of any of its obligations under this Mortgage, Mortgagee may, but need not, perform any act required of Mortgagor under this Mortgage in any form and in any reasonable manner deemed expedient by Mortgagee. All reasonable monies paid for any purpose authorized in this Section and all reasonable expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof shall be additional indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee with interest thereon at the rate applicable under the Wortell Term Note after an Event of Default thereunder. Inaction by Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee under this Section on account of any default of Borrowers under this Mortgage.

9. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included, as additional indebtedness in the judgment or decree of foreclosure, all expenditures and expenses (which may be reasonably estimated as to items to be expended after entry of the judgment or decree) which may be paid or incurred by or on behalf of Mortgagee for court costs and attorneys' fees, the reasonableness of such fees to be approved by the Court, and for appraisers' fees, fees for documentary and expert evidence, stenographer's fees, publication costs, survey costs and costs of procuring all abstracts of title, title examinations, title insurance policies, Torrens certificates and other similar data and assurances with respect to title as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment or decree of foreclosure the true condition of the title to or value of the Premises.

10. Any rents, issues and profits from the Premises received by Mortgagee, after taking possession of the Premises or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage or otherwise, shall, if and to the extent permitted by applicable law, be distributed and applied to or on account of the following, in such order of priority as Mortgagee (or, in the case of a receivership, as the court) may determine: (a) the payment of any expenses incurred in the possession, operation, management and control of the Premises, including reasonable compensation to Mortgagee or any receiver that may be appointed and the fees of any managing agent (if management of the Premises is delegated to such agent) and including lease commissions and other expenses of procuring tenants and entering into leases for the Premises, (b) the payment of taxes, special assessments, water and sewer charges and other charges on the Premises now due or which may become due or which may be or become a lien prior to the lien of this

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Mortgage, (c) the payment of any expenses incurred for any repairs, decorations, renewals, replacements, alterations, additions and improvements to the Premises or the operation thereof, (d) the payment of any Obligations, the payment of any amount set forth in any judgment or decree of foreclosure and the payment of any deficiency which may result from any foreclosure sale, and (e), with respect to any remaining funds, to Mortgagor.

11. Upon or at any time after the filing of any complaint to foreclose this Mortgage, the court in which such foreclosure is filed may, upon application by Mortgagee, appoint a receiver of the Premises (which may be Mortgagee) and Mortgagor hereby consents to such appointment. Such appointment may be made either before or after sale without regard to the solvency or insolvency, at the time of the application for such receiver, of any party liable for the payment of any Obligations, without regard to the then value of the Premises or whether the Premises are then occupied as a homestead or not and without the posting of any bond being required of the applicant. Such receiver shall have the power to take possession of and to operate, manage and control the Premises, to collect and receive all rents, issues and profits from the Premises during the pendency of such foreclosure suit and, in the case of a sale and a deficiency, during the full statutory period of redemption, if any, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and to exercise all other powers which may be necessary or desirable for the protection, possession, operation, management and control of the Premises during the whole of the aforesaid period. To the extent permitted by applicable law, such receiver may be authorized by the court to take any action which Mortgagee may take under paragraph 6(c)(iii), (iv) and (v) above.

12. To the extent permitted by applicable law, all or any part of the Premises or any interest or estate therein to be sold pursuant to any judgment or decree of foreclosure obtained pursuant to this Mortgage shall be sold as a single parcel or as multiple parcels in such manner or order as Mortgagee, in its sole discretion, may elect. In accordance with applicable Illinois law, at any foreclosure sale of all or any part of the Premises, Mortgagee may bid for and acquire, as purchaser, the Premises or any part thereof being sold and, in lieu of paying cash therefor, may credit against Obligations and the amount set forth in the judgment or decree of foreclosure, the amount bid by Mortgagee at such foreclosure sale.

13. The proceeds from any foreclosure sale of all or any part of the Premises shall be distributed and applied in the following order of priority: (a) on account of all costs and expenses incident to any such foreclosure proceedings, (b) on account of Obligations, and (c) the excess, if any, to Mortgagor, its successors or assigns, as their rights may appear.

14. Mortgagor agrees that it shall not apply for or avail itself of and hereby waives the benefit of, for itself and all who may claim through or under it, any appraisal, valuation, stay, moratorium, extension or exemption laws, whether existing on the date of this Mortgage or hereafter enacted, in any enforcement or foreclosure of this Mortgage. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the Premises or any part thereof marshalled upon any foreclosure of this Mortgage and Mortgagor agrees that any court having jurisdiction to foreclose this Mortgage may order the Premises sold as an entirety.

15. Mortgagee shall have the right to rescind any acceleration of any indebtedness secured by this Mortgage and the right to discharge or dismiss any proceedings brought to enforce any right or remedy of Mortgagee under or in connection with this Mortgage, and in the event Mortgagee elects to exercise either or both of such rights, the obligations of Mortgagor and the rights and remedies of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced.

16. The rights and remedies of Mortgagee as provided in this Mortgage shall not be exclusive of, but shall be in addition to, any right or remedy now or hereafter existing at law or in equity or otherwise, and all such rights and remedies may be exercised together, independently or in any combination and when and as often as Mortgagee shall elect.

17. In the event that any portion of the proceeds of the indebtedness secured by this Mortgage are used, directly or indirectly, to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance on the Premises, or any part thereof, then Mortgagee shall be subrogated to the rights of the creditor under such other lien or encumbrance and shall have the benefit of the priority of such other lien or encumbrance.

18. Mortgagee may, at any time and from time to time, with or without consideration, release any portion of the Premises from the lien of this Mortgage, release any person liable for any indebtedness secured by this Mortgage or extend the time for payment of all or any portion of the indebtedness secured by this Mortgage without in any way affecting the lien of this Mortgage or the priority thereof (except as specifically set forth in such release) and without in any way affecting the obligations of any party liable for the indebtedness secured by this Mortgage (except as specifically set forth in such release or extension).

19. Mortgagor shall execute and deliver to Mortgagee, upon request by Mortgagee, a duly acknowledged written statement verifying the total unpaid indebtedness secured by this Mortgage

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and disclosing whether any alleged offsets or defenses exist against such indebtedness.

20. Mortgagor hereby grants to Mortgagee and its agents the right to inspect the Premises and the books and records related thereto and shall permit access thereto for such purposes upon prior notice to Mortgagor during Mortgagor's regular business hours.

21. Any delay in the exercise of or failure to exercise any right or remedy accruing under this Mortgage shall not impair any such right or remedy and shall not be construed to be a waiver thereof nor shall it affect any subsequent default of the same or of a different nature.

22. All notices, demands and other communications under or in connection with this Mortgage shall be given in accordance with Section 12.3 of the Loan Agreement.

23. This Mortgage and all provisions hereof shall extend to and be binding upon the Mortgagor, his successors and assigns, and all persons claiming under or through Mortgagor, and shall inure to the benefit of Mortgagee and its successors and assigns.

24. Mortgagor shall, upon the request of Mortgagee at any time and from time to time, execute, acknowledge and deliver any additional instruments and further assurances and do or cause to be done any further acts and things as may be reasonably necessary or appropriate to carry out the intent of this Mortgage and the Loan Agreement.

25. It is specifically agreed that time is of the essence of this Mortgage.

26. This Mortgage may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of the amendment or modification is asserted.

27. All the covenants and agreements contained in this Mortgage shall run with the land.

28. If any provision of this Mortgage or any portion of any such provision or the application thereof to any circumstance shall be held invalid or unenforceable, the remainder of this Mortgage and the application thereof to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

29. The terms of this Mortgage shall be construed and enforced in accordance with the laws of the State of Illinois.

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30. Upon payment in full of all indebtedness secured by this Mortgage and the satisfaction of all obligations of Mortgagor hereunder, including without limitation the payment of any reasonable release fee charged by Mortgagee, Mortgagee shall release the lien of this Mortgage and release any assignments of rents delivered in connection with any leases on the Real Estate.

31. Nothing in this Mortgage shall limit the rights and remedies of Mortgagee or the obligations of Mortgagor under the Loan Agreement, the Triton Term Note and any obligations under said Loan Agreement or in connection therewith.

32. In the event that Mortgagee shall initiate legal proceedings to enforce the terms of this Mortgage and it is therein determined that this Mortgage or the Note secured by the Mortgage was not in default in any way, the Mortgagor shall not be responsible for the payment of costs and reasonable attorneys' fees incurred by Mortgagee and Mortgagee shall, within thirty (30) days of reasonable demand, reimburse Mortgagor its costs and reasonable attorneys' fees, the reasonableness of such fees to be approved by the Court, incurred by reason of the initiation of such legal proceedings.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered on the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not  
individually but as trustee  
under a Trust Agreement dated  
January 17, 1983, and known as  
Land Trust No. 56673

By:

  
Its J. J. QUINN PRES

ATTEST

By:

  
Its ASST SHERIFF

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and made a part hereof.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

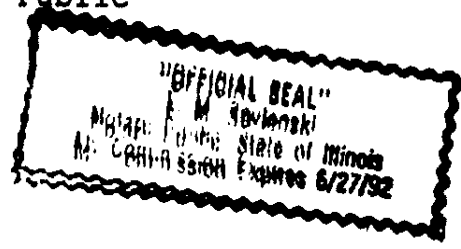
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 1990 by Peter H. Johansen ~~Michael Vedder~~ Michael Vedder Vice Pres of American National Bank and Trust Company of Chicago, ~~not~~ individually but as trustee under a Trust Agreement dated January 17, 1983 and known as Land Trust No. 56673.

*L. M. Swinski*

Notary Public

My commission expires:

\_\_\_\_\_



THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Michael A. Nemeroff  
Vedder, Price, Kaufman & Kamholz  
222 N. LaSalle Street  
Chicago, IL 60601

Tax Parcel Nos.: 20-06-105-001  
20-06-300-002

Addresses of Premises: 4311 South Western Avenue  
Chicago, Illinois

4259 South Western Avenue  
Chicago, Illinois

Property of Cook County Clerk's Office

887-2506

# UNOFFICIAL COPY

EXHIBIT A 5 7 3 2 1 1

## LEGAL DESCRIPTION

Parcel 1: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 and the vacant alleys in George A. Springer's Subdivision of the South 1/2 of the West 7 acres (except the West 200 feet thereof) of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 6 Township 38 North, Range 14, East of the Third Principal meridian Cook County, Illinois.

Parcel 2: That part of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 38 North, Range 14 East of the Third Principal Meridian in the City of Chicago, County of Cook, Illinois, described as follows: Beginning at a point of intersection of a line parallel to and 200 feet East of the West line with line parallel to and 147 feet South of the North line of the Southwest 1/4 of Section 6 aforesaid; thence East on last described line 233 feet to a point of curve; thence Southeast on curve tangent to last described line and convex to the Northeast with a radius of 230 feet a distance of 286.77 feet to the intersection with a line parallel to and 15 feet West of the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 6 aforesaid; thence South on last described line 138.21 feet; thence Northwest on a straight line deflecting 4 degrees 58 minutes 40 seconds West from last described line a distance of 85.4 feet to a point 22.41 feet West of the East line of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 6 aforesaid; thence Northwest on a curve tangent to the last mentioned straight line and convex to Northeast with a radius of 212 feet a distance of 119.92 feet to its intersection with a line parallel to and 247 feet South of the North line of said Southwest 1/4 of Section 6; thence West on last described line 399.7 feet to a line parallel to and 200 feet East of the West line of Section 6 aforesaid, said line being also the East line of South Western Avenue Boulevard; and thence North along last mentioned line 100 feet to the place of beginning, Cook County, Illinois.

Tax Parcel Nos:

20-06-105-001

20-06-300-002

Addresses of Premises:

4311 South Western Avenue  
Chicago, Illinois

4259 South Western Avenue  
Chicago, Illinois

9876543210