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MORTGAGE

This INDENTURE, made this 26th day of November, 1990, between DURACO PRODUCTS, INC., a Delaware corporation, with a principal place of business at 1109 East Lake Street, Streamwood, Illinois 60103 (herein referred as "Mortgagor") and LA SALLE NATIONAL BANK, a national banking association, having its main office at 120 South LaSalle Street, Chicago, Illinois 60603 (herein referred to as "Mortgagee") witnesseth:

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WHEREAS, Mortgagor executed notes of even date herewith (individually and collectively, the "Note"), whereby Borrower is indebted to Mortgagee in the aggregate principal sum of EIGHTEEN MILLION (\$18,000,000.00). The terms of said Note are incorporated by reference herein.

NOW, THEREFORE, to secure the payment of the indebtedness evidenced by the Note and the payment of all other sums advanced in accordance with the terms of this Mortgage [provided that such other sums shall not exceed one hundred fifty (150%) percent of the principal amount evidenced by the Note], as well as any and all renewals, modifications or extensions of the whole or any part of the indebtedness hereby secured however evidence, with interest as such lawful rate as may be agreed upon, Mortgagor does hereby grant, mortgage and convey upon the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and the State of Illinois.

(See attached Exhibit "A")

which property is referred to herein as the "Premises." Any such renewal, modification or extension of the whole or any part of the indebtedness hereby secured or any change in the terms or the rate of interest charged thereon, shall not impair in any manner the validity or priority of this Mortgage and shall not release the Mortgagor from personal liability for the indebtedness hereby secured.

TOGETHER with all improvements thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for

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the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said Premises.

It is mutually covenanted and agreed, by the between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixture, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigeration plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and such other good and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said Premises, whether or not the same are or shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagor in and to said Premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is also deemed to be a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor as Debtor hereby grants to the Mortgagee as Secured Party (as such terms are defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors or assigns, forever, for the purposes herein set forth and for the security of the said Note hereinafter described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall promptly pay when due without setoff, recoupment, or deduction, the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.

2. All payments received by Mortgagee under the Note and Paragraph 1 hereof shall be applied by Mortgagee first in payment of interest payable on the Note, then to any late charge that is

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has received and approved the same for the purpose of recording the same in the public records of Cook County, Illinois.

and the same shall be subject to the same conditions and covenants as are contained in the original instrument and as are contained in the public records of Cook County, Illinois.

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due, and then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.

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

4. Mortgagor shall immediately pay when due all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the Premises when due, and, upon request of the Bank, shall furnish to Mortgagee duplicate receipts therefor within thirty (30) days after payment thereof.

5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of money sufficient to pay the greater of either the cost of repairing the same or to pay in full the indebtedness secured hereby, all in companies with a Best Rating of at least A Class XIII, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective date of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. If the policies of insurance referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee that flood insurance is in effect in the event that Mortgagor has failed previously to demonstrate to Mortgagee that the Premises is not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

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THIS DOCUMENT IS UNOFFICIAL AND SHOULD NOT BE USED FOR OFFICIAL PURPOSES.

The following information is provided for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information is subject to change without notice and is not guaranteed. Please consult your insurance agent for more information.

For more information, please contact your insurance agent or the Cook County Clerk's Office at (708) 442-2000.

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6. A. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchase at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If (i) Mortgagor is obligated to restore or replace the damaged or destroyed building or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and (ii) such damage or destruction does not result in cancellation or termination of such lease, and (iii) the insurers do not deny liability as the insureds, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall, subject to the provisions of subparagraph B and C hereof, be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements on the Premises. Mortgagee shall permit the application of Proceeds for repair or restoration of the Premises to a condition as good or better than that existing prior to the casualty (as measured by both utility and value) if: (i) the amount of the loss does not exceed \$1,000,000.00; (ii) at the time of such application, there is no default under the Note this Mortgage or any ancillary loan documents nor does any circumstance or event exist, which with the giving of notice or passage of time, or both, would constitute such a default; (iii) the insurer does not deny liability to any named insured; (iv) no tenant will terminate its lease and confirms same in writing, even though the lease may otherwise provide for a right of termination in such circumstances and each tenant confirms it will restore all tenant improvements; (v) restoration will commence within 30 days of the date of casualty and, in all events, be completed within 120 days of the date of casualty and will be completed at least six months prior to maturity of the Note and the expiration of any lease; (vi) the insurance combined with other funds deposited with Mortgagee for rebuilding are adequate to restore the Premises and pay debt service and other operating costs during any period of business interruption; (vii) plans and specifications for repairs or restoration are given prior written approval by Mortgagee, in its reasonable discretion (unless the aggregate cost of same is less than \$50,000.00 in which case no approval is required); and (viii) restoration or repairs are performed in accordance with all other applicable provisions of this Mortgage. In the event Mortgagee elects to apply said insurance proceeds in

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IN SENATE
JANUARY 10, 1901

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1899

ALBANY:
J. B. WOODWARD, STATE PRINTER,
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reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee.

B. In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee; provided, however, that (i) should any insurance company have, in the reasonable opinion of Mortgagee, a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, or (ii) should the net proceeds of such insurance collected by Mortgagee together with any funds deposited by Mortgagor with Mortgagee be less than the estimated costs of the requisite work as determined by Mortgagee, which estimate shall include a reasonable contingency and the Mortgagee determines that either: (A) it is insecure, or (B) a material portion of its collateral has deteriorated or has or will be impaired, then in either case Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed

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continued to meet his obligations to the community and to the state.

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balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the Mortgagee's clause attached to each of said insurance policies may be cancelled and that the judgment creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon; or to perform any act hereunder.

7. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagor hereby empowers Mortgagee, in the Mortgagee's sole discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Premises or any portion thereof. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing due to any condemnation or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuilding, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings on the Premises, provided, Mortgagor is not then in default under this Mortgage. In the event Mortgagor is require or authorized by Mortgagee's election as aforesaid, to rebuild or restore, the proceeds of the

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award shall be paid out in the same manner as is provided for the payment of insurance proceeds toward the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

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

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

Mortgagee hereby reserves the right to require Mortgagor to establish with Mortgagee a non-interest bearing escrow account for the purpose of paying general real estate taxes and insurance premiums for the Premises as the same become due. Mortgagee may require such escrow in the event of any default by Mortgagor under the Note, this Mortgage or any other instrument given as security for the Note or if Mortgagor shall fail to pay such general real estate taxes or insurance premiums prior to the last day that the same may be paid without penalty or delinquency. Such escrow shall be funded monthly by payments by Mortgagor equal to one-twelfth (1/12) of the current annual general real estate taxes and insurance premiums of such payments in order to assure that adequate funds will be available to pay such general real estate taxes and insurance premiums.

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The undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the Court in and to which reference is made in the within and foregoing.

Given under my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Witness my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Subscribed and sworn to before me this _____ day of _____, 19____.

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10. At the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Note; (b) immediately in the event Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the Premises, or the rents, issues, or profits therefrom, including, but not limited to, a transfer of all of any portion of the Premises to an Illinois Land Trust, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or shall grant an option to enter into a contract to do any of the foregoing, or in the event; (c) immediately in the event any proceeding by or against the Mortgagor under any bankruptcy or insolvency statute or by law shall have been instituted (and shall not be dismissed within thirty (30) days); (d) immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the Mortgagor or the Premises (provided that the Mortgagor shall have the right to contest same if levy and execution has been stayed, the Mortgagee has been provided with Security satisfactory to it and Mortgagor diligently prosecutes the contest to completion); or (e) immediately when material default shall occur in the performance of any other agreement of the Mortgagor herein contained.

11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee relating thereto, including but not limited to attorneys' fees, appraisers' fees, broker's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

12. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness in addition to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest,

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Chicago, Illinois, August 10, 1900. The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this 10th day of August, 1900.

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remaining unpaid on the Note; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

13. Upon, or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of said Premises. Such appointment may be made with notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit, and the Mortgagee hereunder may be appointed as such receiver. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note hereby secured.

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

16. Mortgagee has no duty to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

17. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the Note or this Mortgage. Mortgagee may assign all or any portion of its rights and interest under this Mortgage without the consent of Mortgagor.

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19. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage, or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

20. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

21. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally serviced or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at the address set forth below or to the Mortgagee at the Bank's main office set forth above or to such other address as either the Mortgagor or the Mortgagee notifies the other party in writing.

22. The rights and remedies of the Mortgagee under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

23. Any action, suit, or proceeding brought by Mortgagee pursuant to this Mortgage or the Note secured hereby and any claim made by Mortgagee under this Mortgage or the Note secured hereby, may be compromised, withdrawn or otherwise settled by Mortgagee without notice to Mortgagor, except as otherwise provided in this Mortgage.

24. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

25. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage.

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26. A. Mortgagor represents and warrants that: (i) Except as previously disclosed to Mortgagee, Mortgagor has not used Hazardous Materials (as defined hereinafter) on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's actual knowledge, no prior owner of the Premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; (ii) Mortgagor has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of Mortgagor's actual knowledge, there have been no actions commenced or threatened by any party for noncompliance. For purposes of this Mortgage, "Hazardous Materials" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in any federal, state or local government; law, ordinance, rule, or regulation.

B. Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials except in compliance with all applicable laws and regulations, and, without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state, and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release of Hazardous Materials onto the Premises or onto any other property.

C. Mortgagor shall: (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on under, from or affecting the Premises in accordance with applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in

accordance with the order and directives of all federal, state and local governmental authorities, and (ii) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, and/or (c) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses; provided that if Mortgagee takes title to the Premises through foreclosure or deed in lieu of foreclosure of the Mortgage, this Indemnity shall not apply to any loss or costs incurred by Mortgagee as a direct result of affirmative actions of Mortgagee or its successors or assigns as owner and operator of the Premises after Mortgagee has acquired title and which actions are the sole and direct cause of damage resulting from the introduction and initial release of a Hazardous Substance at the Premises by Mortgagee or its successors or assigns; **PROVIDED, HOWEVER,** this Indemnity shall otherwise remain in full force and effect, including, without limitation, with respect to Hazardous Substances which are discovered or released at the Premises after Mortgagee acquires title to the Premises, but which were not actually introduced at the Premises by Mortgagee or its successors or assigns, with respect to the continuing migration or release of Hazardous Substance previously introduced at or near the Premises and with respect to all substances which may be Hazardous Substances and which are situated at the Premises prior to Mortgagee taking title but are removed by Mortgagee or its successors or assigns subsequent to such date.

27. A. Mortgagor shall timely and fully perform and satisfy all the terms, covenants and conditions of the security agreement of even date herewith between Mortgagor and Mortgagee ("Loan and Security Agreement") to be performed by it;
- B. Mortgagor agrees that all advances and indebtedness arising or accruing pursuant to the terms and conditions of the Loan and Security Agreement from time

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any person who has been convicted of a crime involving
the use of a firearm or who has been convicted of a crime
involving the possession of a firearm or who has been
convicted of a crime involving the possession of a firearm
shall be ineligible for employment in the Cook County
Sheriff's Office. This provision shall not apply to any
person who has been convicted of a crime involving the
possession of a firearm and who has been granted a
pardon by the State of Illinois. This provision shall not
apply to any person who has been convicted of a crime
involving the possession of a firearm and who has been
granted a pardon by the State of Illinois. This provision
shall not apply to any person who has been convicted of a
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crime involving the possession of a firearm and who
has been granted a pardon by the State of Illinois.

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to time and relating to the revolving credit loans provided for therein, whether or not the total amount thereof may exceed the maximum amount specified in Loan and Security Agreement or the face amount of the notes, shall be secured hereby to the same extent as though said Loan and Security Agreement were fully incorporated in this Mortgage;

C. Mortgagor shall have the right provided that the Loan and Security Agreement remains in effect and no Event of Default has occurred, to additional advances of the Proceeds of revolving credit loans notwithstanding that pursuant to the provisions of Loan and Security Agreement payments have been made on account of revolving credit loans;

D. Mortgagor agrees that this Mortgage is granted to secure future advances and loans from the Mortgagee to the Mortgagor, as provided in the Loan and Security Agreement and all advances, disbursements or other payments required by the Loan and Security Agreement are obligatory advances up to the credit limits established therein and shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded provided that the same have been disbursed within twenty (20) years of the date of this Mortgage;

E. Mortgagor agrees that Mortgagee is authorized, if Mortgagee so elects, to either maintain a separate schedule attached to Note, setting forth the date of each disbursement of the proceeds of revolving credit loans, the date of repayment thereof, from time to time, and the outstanding principal balance due and owing thereon on each date of disbursement, or record such disbursements, repayments and balances by computer record, PROVIDED THAT, in all events, notice of the principal balance due and owing on revolving credit loans shall be delivered to Mortgagor not less frequently than monthly.

F. Mortgagor acknowledges this Mortgage, the Note, and Loan and Security Agreement and other loan documents, evidence a "revolving credit" as such term is defined in Illinois Revised Statutes, Chapter 17 Paragraph 6405.

If the Mortgagor is a corporation, Mortgagor represents and warrants to Mortgagee that the execution and delivery of this Mortgage has been duly authorized by resolutions heretofore adopted by its

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Board of Directors and Shareholders in accordance with law and its bylaws, that said resolutions have not been amended nor rescinded, are in full force and effect, that the officers executing and delivering this Mortgage for and on behalf of Mortgagor, are duly authorized so to act. Mortgagee is expressly relying upon the aforesaid representations and warranties.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed the day and year first above written.

(INDIVIDUAL SIGNOR(S) SIGN BELOW)

CORPORATION OR PARTNERSHIP
(SIGN BELOW)

Name

DURACO PRODUCTS, INC.

Name

By: William P. Barnett
Name and Title: President

Name

By: _____
Name and Title: _____

ATTEST:

By: Keaton C Frank
Name and Title: Secretary

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STATE OF Illinois)
COUNTY OF Cook)

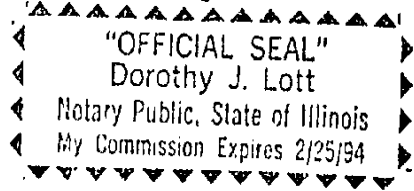
I, DOROTHY J. LOTT, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared Willis R. Barrett, and Levon C. Frank, known to me to be the _____ President and _____ Secretary of Duraco Products, Inc., a corporation, and each

and acknowledged to me that he/she (they) executed and delivered the above and foregoing Agreement as his/her (their) free and voluntary act, for the uses and purposes set forth in said Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of Nov., 1992.

Dorothy J. Lott
Notary Public

My Commission Expires:



BOX 333 - GG

This Document Prepared By:

Dean E. Parker
Hinshaw, Culbertson, Moelmann
Hoban and Fuller
222 North LaSalle Street, Suite 300
Chicago, Illinois 60601-1081

Record and Return To:

La Salle National Bank
120 S. LaSalle Street
Chicago, Illinois 60603
Attn: Mark J. Kosminskas

Address of Premises:

1109 East Lake Street
Streamwood, Illinois 60103

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Abstract of Judgment, State of Illinois

Case No. 123456789
County of Cook

Plaintiff: ABC Company, Inc.
Defendant: DEF Corporation

Case No. 123456789

Abstract of Judgment

Case No. 123456789

Abstract of Judgment
Case No. 123456789
County of Cook

Abstract of Judgment
Case No. 123456789
County of Cook

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EXHIBIT A

Legal Description - Parcel 1:

That part of the East 1/2 of the South East 1/4 of Section 35 and that part of the West 1/2 of the South West 1/4 of Section 36, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East Line of the West 1/2 of said South West 1/4 of said Section 36 with a Line that is 30 feet Southerly of (measured at right angles thereto) and parallel with the original Center Line of U. S. Route No. 20, which said point of Intersection is 794.78 feet, more or less, North of the Northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company as measured on the East Line of the West 1/2 of said South West 1/4 of said Section 36; thence Southerly of (measured at right angles thereto) and parallel with the original center line of U. S. Route 20 a distance of 1184.69 feet to a point on a line that is 953.44 feet West of (measured at right angles thereto) and parallel with the East line of the West 1/2 of said South West 1/4 of said Section 36 for a point of beginning; thence South along said last described parallel line a distance of 1342.26 feet to the Northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Northwesterly along said Northerly right of way line a distance of 550.53 feet to a point on a line that is 1456.44 feet West of (measured at right angles thereto) and parallel with the East line of the West 1/2 of said South West 1/4 of said Section 36; thence North along said last described parallel line a distance of 1478.19 feet to a point that is 140 feet Southwesterly of (measured at right angles thereto) a line that is 30 feet Southerly of (measured at right angles thereto) and parallel with the original center line of U. S. Route 20; thence Northeasterly at right angles to the last described parallel line a distance of 140 feet to said last described parallel line; thence Southeasterly along said last described parallel line a distance of 571.54 feet to the point of beginning; (excepting from the foregoing described parcel of land all that part, thereof conveyed to the State of Illinois by deed dated November 19, 1969, and recorded April 8, 1970, as document number 21130297) all in Cook County, Illinois

Parcel 2:

That part of the West 1/2 of the South West 1/4 of Section 36, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the East line of the West 1/2 of said South West 1/4 with the Southerly right of way line of U. S. Route 20; thence Northwesterly along said Southerly right of way line a distance of 496.95 feet to a point on a line that is 400.0 feet West of (measured at right angles thereto) and parallel with the East line of the West 1/2 of said South West 1/4 for the point of beginning; thence South along said parallel line a distance of 1022.7 feet to the Northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Northwesterly along said Northerly right of way line, a distance of 561.11 feet to a point on a line that is 953.44 feet West of (measured at right angles thereto) and parallel with the East line of the West 1/2 of said South West 1/4; thence North along said parallel line, a distance of 1338.54 feet to the Southerly right of way line in U. S. Route No. 20; thence Southeasterly along said Southerly right of way line, a distance of 687.74 feet to the point of beginning, all in Cook County, Illinois.

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Permanent Index Numbers:

06-35-400-012-0000

06-36-310-039-0000

06-36-310-045-0000

Commonly Known Address:

1109 East Lake Street, Streamwood, Illinois 60103

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