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MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

By

90627301

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, not personally, but solely
as Trustee under Trust Agreement dated
November 3, 1988 and known as
Trust No. 106876-06; and
EXOHO ASSOCIATES LIMITED PARTNERSHIP,
an Illinois limited partnership

jointly, Mortgagors

To

GREYHOUND FINANCIAL CORPORATION, a Delaware corporation
Mortgagee

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Jerrold M. Peven, Esq.
Greenberger, Krauss & Jacobs, Chtd.
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Chicago, Illinois 60601

Common Address of Premises:

1824-1854 Besly Court
Chicago, Illinois

Permanent Tax
Identification Nos.:

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14-32-300-005
14-32-300-006



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**MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") is made as of December 26, 1990, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee ("Trustee") under Trust Agreement dated November 3, 1988 and known as Trust NO. 106876-06 (the "Trust") and EXOHO ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), being the sole beneficiary of the Trust (the Trust and Beneficiary are hereinafter sometimes referred to individually as a "Mortgagor" and jointly as the "Mortgagors"), whose mailing address is c/o Mark IV Realty, Inc., 400 North Franklin Street, Chicago, Illinois 60610, to and for the benefit of GREYHOUND FINANCIAL CORPORATION, a Delaware corporation ("Mortgagee"), whose mailing address is Greyhound Tower, Phoenix, Arizona 85077.

RECITALS:

A. The Mortgagors and Mortgagee have entered into a certain Loan Agreement of even date herewith (the "Loan Agreement") pursuant to which Mortgagee has agreed to lend to the Mortgagors the sum of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000) (the "Loan"), upon the terms and conditions contained in the Loan Agreement. The Loan is evidenced by a Note of even date herewith in the original principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000) made by the Mortgagors, jointly and severally, and payable to the order of and delivered to Mortgagee (such Note, together with all notes issued in substitution or exchange therefor and/or as any of the foregoing may be amended, modified or supplemented from time to time hereafter, hereinafter is referred to as the "Note"). The unpaid principal amount and all accrued and unpaid interest due under the Note, if not sooner paid, shall be due on January 1, 1996 (the "Maturity Date").

B. Mortgagee desires to secure the payment and performance of all of Borrowers' Obligations (as such term is defined in the Loan Agreement). Borrowers' Obligations include, without limitation: (i) the prompt payment of the Note, together with interest and premiums, if any due thereon, and late charges and other amounts, if any, due or to become due thereunder, in accordance with the terms 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 owing, arising, due or payable from the Mortgagors to Mortgagee under and/or pursuant to the terms and provisions of this Mortgage, including, without limitation, unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, attorneys' fees, costs and

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expenses and other costs incurred for the protection of the Mortgaged Property (hereinafter defined) (collectively, the "Additional Liabilities"), (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 owing, arising, due or payable from the Mortgagors to Mortgagee (hereinafter referred to as "Future Advances") howsoever evidenced, created, incurred, acquired or owing, whether direct or contingent, and arising under or pursuant to the terms and provisions of the Note, the Loan Agreement, and/or any of the other Loan Instruments, it being contemplated that the Mortgagors may hereafter become indebted to Mortgagee for future advances; provided, however, that the maximum amount of Borrowers' Obligations outstanding at any one time secured by this Mortgage shall not exceed the sum of Seven Million and No/100 Dollars (\$7,000,000). The terms and provisions of the Loan Agreement are incorporated and made a part of this Mortgage by this reference with the same force and effect as if set forth at length herein and, except as expressly set forth in this Mortgage to the contrary, all defined terms used herein shall have the same meanings as defined in the Loan Agreement.

SECTION 1

GRANTING CLAUSE-I:

NOW, THEREFORE, to secure Borrowers' Obligations, and also in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid, the receipt whereof hereby is acknowledged, the Mortgagors do by these presents MORTGAGE, GRANT, BARGAIN, SELL, REMISE, RELEASE, ALIENATE, WARRANT AND CONVEY unto Mortgagee and its successors and assigns forever, all of the following described property whether now owned or hereafter acquired by the Mortgagors (which property hereinafter is referred to as the "Mortgaged Property"), to wit:

(a) the following described real estate and all of each Mortgagor's present and hereafter-acquired estate, right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois as more particularly described on EXHIBIT "A" attached hereto and made a part hereof (the "Premises");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, including, without limitation, the Billboards (collectively, the "Improvements"), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by each Mortgagor and used or intended to be used in connection with the operation of such Premises and Improvements, including all extensions, additions, improvements, betterments, renewals,

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substitutions and replacements to any of the foregoing, whether such fixtures, furnishings and personal property actually are located on or adjacent to the Premises and/or the Improvements or not and whether in storage or otherwise, wherever any of the same may be located;

(c) All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, mineral rights, air rights and all development rights, estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises and/or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by either Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of each Mortgagor of, in and to the same, including but not limited to:

(i) All leases, tenancies, licenses, concessions and other agreements affecting the use, enjoyment or occupancy of all or any portion of the Premises and/or the Improvements now or hereafter entered into, including, without limitation, the Billboard Leases and the Space Leases (collectively, the "Leases") and all rents, royalties, profits, issues and revenues from the Premises and/or Improvements from time to time accruing, whether under Leases, now existing or hereafter created (the "Rents"), reserving to each Mortgagor, however, so long as no "Event of Default" (hereinafter defined) has occurred hereunder, the right to receive and apply the Rents in accordance with the terms and conditions of Section 11.1 hereof; and

(ii) All causes of action, claims, compensations, judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Premises and/or the Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking, by casualty or otherwise) to the Premises and/or the Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.

(d) Any monies on deposit with or for the benefit of Mortgagor;

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(e) All goodwill, trademarks, trade names, option rights, books and records, and general intangibles of each Mortgagor relating to the Premises, Improvements and/or Leases, and all accounts, contract rights, instruments, chattel paper and other rights of either Mortgagor for payment of money, for property sold or lent, for services rendered, for money lent, or for advances or deposits made relating to the Premises, Improvements and/or Leases, including, without limitation, all tax refunds and refunds of any other monies paid by or on behalf of either Mortgagor relating to the Premises, Improvements and/or Leases;

(f) All rights of either Mortgagor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Premises and/or the Improvements;

(g) All rights of either Mortgagor under any contracts executed by either Mortgagor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises, Improvements and/or Leases, including, without limitation, the Management Agreement;

(h) To the extent assignable, any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished whether necessary or not, for the operation and use of the Premises, Improvements and/or Leases, including, without limitation, building permits, environmental certificates, licenses, certificates of occupancy or operation, warranties and guarantees;

(i) All of the "Deposits" and the "Collateral", which terms are defined in Section 2 hereof; and

(j) All proceeds of the conversion, voluntary or involuntary, of the items listed in subparagraphs (a) through (i), both inclusive, above into cash, liquidated claims or other property;

TO HAVE AND TO HOLD the Mortgaged Property together with the rents, issues, profits and proceeds thereof, unto Mortgagee, its successors and assigns, forever, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois (which rights and benefits are hereby expressly released and waived), for the uses and purposes herein set forth.

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SECTION 2

GRANTING CLAUSE-II:

The Mortgagors and Mortgagee agree: (i) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code as adopted in the State of Arizona (the "Code") with respect to all sums now or hereafter on deposit with Mortgagee pursuant to Sections 4, 5, 7 and 8 hereof and any other Section of this Mortgage (the "Deposits") and with respect to any property included in the definition herein of the words "Mortgaged Property", which property may not be deemed to form a part of the real estate described in EXHIBIT "A" or may not constitute a "fixture" (within the meaning of Arizona Revised Statutes Section 47-9313), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (such property, replacements, substitutions, additions and the proceeds thereof collectively being referred to herein as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits hereby is granted to Mortgagee; and (iii) that the Deposits and all of each Mortgagor's right, title and interest therein hereby are assigned to Mortgagee; all to secure payment of Borrowers' Obligations and to secure performance by each Mortgagor of the terms, covenants and provisions hereof. The lien and security interest hereof automatically will attach without further act, to all after-acquired Deposits and Collateral.

SECTION 3

PAYMENT OF INDEBTEDNESS; COVENANT OF AUTHORITY AND OWNERSHIP; USE OF COLLATERAL; FURTHER ASSURANCES:

3.1 The Mortgagors hereby covenant with Mortgagee that the Mortgagors will (i) subject to the limitations on recourse with respect to the Trustee and the general partners of Beneficiary expressly set forth in the Note, pay or cause to be paid when due or declared due, each item of Borrowers' Obligations which requires payment, and (ii) perform or cause to be performed within the time periods set forth in the Loan Agreement, this Mortgage and the other Loan Instruments each of the other Borrowers' Obligations.

3.2 The Mortgagors hereby covenant with Mortgagee and with the purchaser at any foreclosure sale: (i) that each Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the portion of the Mortgaged Property owned by such Mortgagor, to carry on the business of and operate the Mortgaged Property owned by such Mortgagor, to enter into, execute and deliver this Mortgage, the Note and the other Loan Instruments to Mortgagee, to encumber the Mortgaged Property to Mortgagee as provided herein and in the other Loan Instruments and to perform all of Borrowers' Obligations; (ii) that the

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execution and delivery of this Mortgage, the Note and the other Loan Instruments by each Mortgagor and/or the payment and performance by the Mortgagors of Borrowers' Obligations under the same shall not by the passage of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in the limited partnership agreement or certificate of limited partnership of Beneficiary, as amended or hereafter amended, or contained in any agreement, instrument or document to which either Mortgagor is now or hereafter shall become a party or by which either Mortgagor is or may become bound; and (iii) that at the execution and delivery hereof, the Mortgagors own the Mortgaged Property; that the Mortgaged Property (including the Deposits and the Collateral) are and shall remain free from all Liens whatsoever (and any claim of any other person thereto) other than the Permitted Liens; that they each have good and lawful right to sell, mortgage and convey the portion of the Mortgaged Property owned by each of them; and that the Mortgagors and their respective successors and assigns forever shall defend the Mortgaged Property against all claims and demands whatsoever.

3.3 The Mortgagors agree that, without the prior written consent of Mortgagee, neither Mortgagor will remove or permit to be removed from the Mortgaged Property any of the Collateral except that so long as no Event of Default exists hereunder, the Mortgagors shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Mortgaged Property, provided that if such Collateral is necessary for the continued operation of the Business, such Collateral so removed is replaced (i) promptly with Collateral of like function which is new or used and in good condition and repair and (ii) in such manner that such replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby.

3.4 The Mortgagors, immediately upon request by Mortgagee, at their sole expense, will cause to be made, executed and delivered to Mortgagee, in form and substance acceptable to Mortgagee, all "Documents" (hereinafter defined) that Mortgagee is advised are and/or deems necessary or appropriate to evidence, document or conclude the transactions described in and/or contemplated by this Mortgage, the Note and the other Loan Instruments or are required to perfect or continue perfected, as valid Liens, the Liens granted herein and in the other Loan Instruments; provided, however, that the Mortgagors shall not be required to execute and deliver to Mortgagee any "Documents" which substantially change the terms of the transactions described in and/or contemplated by this Mortgage, the Note and the other Loan Instruments. As used in this Section, "Documents"

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means any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, note, indemnification agreement, security agreement, financing statement, affidavit, assignment of insurance, loss payable clause, mortgage title insurance policy, letters of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.

3.5 The Mortgagors and Mortgagee agree, to the extent permitted by law, that with respect to all of the goods described within the definition of the words "Mortgaged Property" herein which are or are to become fixtures on the Premises described in EXHIBIT "A", this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Arizona Revised Statutes Sections 47-9313 and 47-9402. The Trust is the record owner of the Premises described in EXHIBIT "A".

SECTION 4

MAINTENANCE AND RESTORATION; PAYMENT OF LIENS; INDEMNITY; INSPECTION RIGHT:

4.1 The Mortgagors shall: (i) promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or destroyed so as to be of equal value and substantially of the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (ii) keep the Mortgaged Property in good condition and repair, reasonable wear and tear excepted, without waste; (iii) keep the Mortgaged Property free from any Liens or claims for Lien except for the Permitted Liens; (iv) immediately pay when due any indebtedness which may be secured by a Lien or charge on the Mortgaged Property and upon request, exhibit satisfactory evidence of the discharge of such Lien to Mortgagee except to the extent permitted with respect to any contests of such indebtedness with respect to Permitted Liens; (v) complete within a reasonable time any building(s) or other Improvements now or at any time in process of erection upon the Mortgaged Property; (vi) comply with all federal, state and local requirements of law, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Mortgaged Property and the use thereof; (vii) not permit any excavation, construction, earth work, site work, or any other mechanics lienable work (except for normal and customary repair and maintenance thereon) without Mortgagee's prior written consent; (viii) suffer or permit no change in the use or the general nature of the occupancy of the Mortgaged Property without Mortgagee's prior written consent; (ix) not initiate or acquiesce in any zoning variation or reclassification without Mortgagee's prior written consent; and (x) observe and comply with all

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conditions and requirements (if any) necessary to preserve and extend all rights, licenses, permits (including without limitation zoning variations and any nonconforming uses and structures), privileges, franchises and concessions applicable to all or any portion of the Mortgaged Property or contracted for in connection with any present or future use of all or any portion of the Mortgaged Property. Any prior written consent of Mortgagee required to be obtained pursuant to this subsection 4.1 may be given or withheld by Mortgagee in the absolute and sole discretion of Mortgagee.

4.2 Anything in Sections 4.1(iii) or 4.1(iv) of this Mortgage to the contrary notwithstanding, the Mortgagors may, in good faith and with reasonable diligence, contest the validity or amount of any Lien(s) and defer payment and discharge thereof during the pendency of such contest, provided: (i) that such contest stays the enforcement or collection of any such Lien(s); (ii) that, within ten (10) days after the Mortgagors have been notified of the assertion of any such Lien(s), the Mortgagors shall have notified Mortgagee in writing of the Mortgagors' intention to contest such Lien(s); (iii) the Mortgagors shall have protected Mortgagee against any claims, loss or damage on account of such Liens(s) by depositing with Mortgagee a bond or providing Mortgagee with other security reasonably acceptable to Mortgagee in all respects, i.e. title insurance endorsements to the title insurance policy issued by the Title Company insuring the lien of this Mortgage over any such Lien(s).

4.3 At all times, the Mortgagors shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Mortgaged Property, the priority of the Lien and security interest created by this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure Borrowers' Obligations. The Mortgagors shall at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title, other costs and expenses and reasonable attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage, and shall bear interest after demand at the Default Rate and such interest shall be secured hereby and shall be due and payable on demand.

4.4 Mortgagee shall, upon reasonable notice to the Mortgagors, have the right to inspect the Mortgaged Property at all reasonable times and access thereto shall be permitted for that purpose.

4.5 Upon the occurrence of an Event of Default hereunder, Mortgagee may, at its option but without being required so to do, apply any monies at the time on deposit pursuant to this Section 4 against Borrowers' Obligations in the manner set forth in Section 8.4 of the Loan Agreement.

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SECTION 5

PAYMENT OF TAXES; TAX DEPOSITS; RELIANCE ON TAX BILLS; LIEN CLAIMS:

5.1 Subject to the rights granted to the Mortgagors pursuant to Section 4.2 above, the Mortgagors shall pay or cause to be paid all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Mortgaged Property of any nature whatsoever when due, and, upon written request, promptly shall furnish to Mortgagee duplicate receipts evidencing payment therefor.

5.2 If requested by Mortgagee in writing, the Mortgagors shall deposit monthly with Mortgagee or such other entity ("Depository") as Mortgagee may from time to time in writing appoint commencing on the first day of each month following the month in which said written request is made, a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the Mortgaged Property (the amount of such taxes next due to be based upon Mortgagee's reasonable estimate from time to time as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee or the Depository, divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become due and payable. Such deposits are to be held without any allowance of interest to the Mortgagors and, absent an Event of Default hereunder, are to be used for the payment of taxes and assessments (general and special) on the Mortgaged Property next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagors shall, within ten (10) days after receipt of demand therefor from Mortgagee or Depository, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be credited against the next succeeding deposit or deposits to be made by the Mortgagors for taxes and assessments. Said deposits need not be kept separate and apart from any other funds of Mortgagee or the Depository.

5.3 If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Mortgaged Property, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessment or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any amount to be deposited under this Section 5 shall be based upon the entire amount of such taxes or assessments, and the Mortgagors shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

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5.4 Upon the occurrence of an Event of Default hereunder, Mortgagee may, at its option but without being required to do so, apply any monies at the time on deposit pursuant to this Section 5 in accordance with the terms of Section 8.4 of the Loan Agreement. In the absence of an Event of Default hereunder, all monies on deposit pursuant to this Section 5 shall be applied by the Mortgagee or Depository for the purposes for which made hereunder and shall not be subject to the direction or control of either Mortgagor; provided, however, that neither Mortgagee nor the Depository shall be liable for any failure to pay, when due, any such taxes or assessments unless the Mortgagors, prior to the occurrence of an Event of Default hereunder, shall have requested Mortgagee in writing to pay the same and delivered to Mortgagee the bills for such taxes or assessments.

5.5 Mortgagee in making any payment hereby authorized: (i) relating to taxes and 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; or (ii) for the purchase, discharge, compromise or settlement of any other Lien, may do so without inquiry as to the validity or amount of any claim for Lien which may be asserted.

SECTION 6

INSURANCE:

6.1 The Mortgagors shall obtain and maintain such insurance with respect to the Mortgaged Property as is required by, written by insurers, and in amounts and form reasonably satisfactory to Mortgagee.

6.2 The Mortgagors will assign and deliver to Mortgagee the original or a certificate together with a photocopy of each policy of insurance required to be maintained pursuant to this Section 6, and all renewals and replacements thereof. In the event of foreclosure of this Mortgage or transfer of title to the Mortgaged Property in extinguishment of Borrowers' Obligations, all right, title and interest of the Mortgagors in and to any insurance policies then in force shall pass to the purchaser, grantee or assignee (all to the extent assignable or transferable) and the Mortgagors agree to cooperate with Mortgagee to effect a prompt and orderly transfer of all such policies. If the Mortgagors shall fail to obtain any such policy or policies required by Mortgagee, or shall fail to assign and deliver the same to Mortgagee, then Mortgagee may obtain such insurance and pay the premium or premiums therefor, in which event the Mortgagors, on demand of Mortgagee, shall repay such premium or premiums to Mortgagee and such amounts so required to

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be repaid shall (i) be added to Borrowers' Obligations, (ii) bear interest at the Default Rate and (iii) be secured by the Lien of this Mortgage.

6.3 The Mortgagors shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard non-contributory mortgagee clause acceptable to Mortgagee. The Mortgagors immediately shall notify Mortgagee whenever any such separate insurance is taken out and promptly shall deliver to Mortgagee the original policy or policies of such insurance. In the event of a foreclosure sale, all interest in all such separate insurance policies in force shall pass to Mortgagee, transferee or purchaser, as the case may be (all to the extent assignable or transferable), and each Mortgagor agrees to cooperate with Mortgagee to effect a prompt and orderly transfer of all such policies.

SECTION 7

ADJUSTMENT OF LOSSES, APPLICATION OF INSURANCE PROCEEDS:

7.1 In case of loss or damage to the Mortgaged Property by fire or other casualty, Mortgagee shall have the following rights and the Mortgagors shall have the following obligations pursuant to this subsection 7.1: Mortgagee shall be authorized and empowered: (i) to make or file proofs of loss or damage and to settle and adjust any claim under insurance policies which insure against such risks no sooner than 5 days after notifying the Mortgagors of Mortgagee's intent to take such action; or (ii) to direct the Mortgagors, in writing, to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect any such insurance monies. The net amount of such insurance proceeds (after deduction of Mortgagee's reasonable costs and expenses, if any, in collecting the same) shall be held by Mortgagee and, subject to the provisions of this Section 7, shall be applied to pay for the cost of repair, rebuilding or restoration of the Improvements on the Premises, such proceeds to be made available in the manner and under such conditions that Mortgagee, in its reasonable discretion, may require. The Improvements shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If Mortgagee reasonably estimates that the cost of rebuilding, repairing or restoring the Improvements may exceed the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000), then prior to the commencement of such work, Mortgagee must: (x) approve final plans and specifications of such work, which approval shall not be unreasonably withheld; (y) be given an architect's certificate reasonably acceptable to Mortgagee indicating that the Improvements on the Premises may be completely reconstructed at least six (6) months prior to the Maturity Date; and (z) receive a deposit (the "Additional

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Deposit") from the Mortgagors, in cash, in an amount which Mortgagee, in its reasonable discretion, determines is necessary, in addition to the net proceeds of insurance, to pay, in full, the cost of the repair, rebuilding and restoration. Such proceeds shall be disbursed upon the "Disbursing Party" (hereinafter defined) being furnished with satisfactory evidence of the cost of completion thereof and with architects' certificates, waivers of Lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that such work is free and clear of Liens. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the Disbursing Party shall be at least sufficient to pay for the cost of completion of the work free and clear of Liens. If at any time the undisbursed balance of the insurance proceeds and the Additional Deposit held by the Disbursing Party shall not be sufficient, in the reasonable opinion of Mortgagee, to pay in full the balance of the costs which will be incurred in connection with the completion of the repair, rebuilding or restoration, the Mortgagors shall deposit the deficiency with the Disbursing Party before any further disbursements are made by the Disbursing Party. Any surplus which may remain out of such insurance proceeds, and the Additional Deposit, if any, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party, shall be paid to any party entitled thereto as the same may appear on the records of Mortgagee. No interest shall be allowed to the Mortgagors on any proceeds of insurance or Additional Deposit held by the Disbursing Party. The insurance proceeds and any Additional Deposit made by the Mortgagors need not be kept separate and apart from any other funds of the Disbursing Party. The prepayment premium described in Section 2.6 of the Loan Agreement shall not be applicable to insurance or condemnation proceeds received by Mortgagee and applied by Mortgagee to the repayment of Borrowers' Obligations.

7.2 All work in connection with the repair, rebuilding or restoration of the Improvements on the Premises shall be done and completed by the Mortgagors in an expeditious and diligent fashion, in compliance with all applicable laws, rules and regulations and in accordance with the plans and specifications approved by Mortgagee as described in clause (x) of such subsection 7.1.

7.3 As used in this Section 7, the term "Disbursing Party" refers to Mortgagee and/or any responsible trust company or title insurance company selected by Mortgagee in its sole discretion.

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7.4 Mortgagee shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure or for any use by the Mortgagors of such proceeds as Mortgagee may pay over to the Mortgagors.

7.5 Upon the occurrence of an Event of Default hereunder, or to the extent the Mortgagors are not entitled to disbursements of the insurance proceeds under the terms of Section 7.1 above, Mortgagee, at its option but without being required so to do, may apply the net amount of any insurance proceeds, or direct the Disbursing Party to apply any monies at the time on deposit pursuant to this Section 7, against Borrowers' Obligations in the manner set forth in Section 8.4 of the Loan Agreement.

SECTION 8

CONDEMNATION:

8.1 The Mortgagors, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Mortgaged Property, or any portion thereof, shall notify Mortgagee of the pendency thereof. Each Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award and any claim for damages for any of the Mortgaged Property taken or damaged under the power of eminent domain or by condemnation. Mortgagee is authorized to collect any such proceeds. Mortgagee, in its sole discretion, may elect to: (a) apply the proceeds of the award or claim to reduce Borrowers' Obligations, whether or not then due, in the manner set forth in Section 8.4 of the Loan Agreement; or (b) make those proceeds available to the Mortgagors or any lessee for repair, restoration or rebuilding of the Improvements on the Premises, in the manner and under the conditions that Mortgagee may require. In any event, the Improvements shall be repaired, restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee. In any case where proceeds are made available for repair, rebuilding or restoration, the proceeds of the award shall be held and paid out in the same manner and under the same conditions (including the requirement of Additional Deposits) provided in Section 7 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. Any surplus which may remain out of such award or out of any Additional Deposit made by the Mortgagors after payment of such cost of repair, rebuilding or restoration and the reasonable charges of the Disbursing Party, shall be applied in the manner set forth in Section 8.4 of the Loan Agreement. No interest shall be allowed to the Mortgagors on account of any proceeds of any award or Additional Deposit held by the Disbursing Party. The proceeds of any award held by the Disbursing Party and any Additional Deposit made by the Mortgagors need not be kept separate and apart from any other funds of the Disbursing Party. The prepayment premium described

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in Section 2.6 of the Loan Agreement shall not be applicable to insurance or condemnation proceeds received by Mortgagee and applied by Mortgagee to the repayment of Borrowers' Obligations.

8.2 Upon the occurrence of an Event of Default hereunder, Mortgagee, at its option but without being required so to do, may apply any monies at the time on deposit pursuant to this Section 8 against Borrowers' Obligations in the manner set forth in Section 8.4 of the Loan Agreement.

8.3 Mortgagee shall not be held responsible for any failure to collect any condemnation proceeds regardless of the cause of such failure or for any use by the Mortgagors of such proceeds as Mortgagee may pay over to the Mortgagors.

SECTION 9

DUE ON SALE AND FURTHER ENCUMBRANCE:

Without Mortgagee's prior written consent, which Mortgagee may withhold in its sole discretion, neither Mortgagor shall sell (including a grant of an option to purchase), convey, assign, further encumber or transfer title to all or any portion of the Mortgaged Property or any interest (legal or equitable) therein (whether voluntary or by operation of law). Without limiting the generality of the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title or encumbrance of the Mortgaged Property hereunder:

(a) any sale, pledge, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the beneficial interest in and to the Trust, or the power of direction under the trust agreement with the Trustee under the Trust; or

(b) any sale, pledge, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest in Beneficiary.

SECTION 10

STAMP TAX; EFFECT OF CHANGES IN LAWS REGARDING TAXATION:

10.1 If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over either Mortgagor, any tax is due or becomes due in respect of the issuance of the Note or the recording of this Mortgage or any of the other Loan Instruments, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The

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Mortgagors further covenant to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note.

10.2 In the event of the enactment, after this date, of any law, statute, rule or regulation of the United States of America or of the state in which the Premises are located imposing upon Mortgagee the payment of the whole or any part of the taxes, assessments, charges or liens herein required to be paid by either Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises or any other portion of the Mortgaged Property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagors, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee: (i) it might be unlawful to require the Mortgagors to make such payment; or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of Borrowers' Obligations to be and become due and payable sixty (60) days from the date of giving of such notice.

SECTION 11

LEASES AND RENTS:

11.1 So long as there shall not have occurred an Event of Default under this Mortgage, the Mortgagors 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, taxes, 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 the portion of Borrowers' Obligations then due and payable, before using any part of the Rents for any other purposes.

11.2 At all times, any of Mortgagee's agents shall have the right to verify the validity, amount of or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of either or both Mortgagors, any general partner of Beneficiary, Mortgagee, a nominee of Mortgagee or in any or all of said names.

11.3 Unless Mortgagee notifies the Mortgagors thereof in writing that it dispenses with any one or more of the following requirements, the Mortgagors shall: (i) promptly upon either Mortgagor's receipt or learning thereof, inform Mortgagee, in

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writing, of any assertion of any claims, offsets or counterclaims by any of the obligors under any of the Leases; and (ii) promptly upon either Mortgagor's receipt or learning thereof, furnish to and inform Mortgagee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

11.4 The Mortgagors, at their sole cost and expense, shall: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the tenants to be kept and performed, but, except as otherwise expressly permitted in Section 7.3 of the Loan Agreement, the Mortgagors shall not modify, amend, cancel, terminate or accept surrender of any Lease without the prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any Lease or Leases heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate such assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the terms of all Leases, including the spaces occupied and the Rents payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any Lease a certificate with respect to the status thereof.

11.5 Except as otherwise expressly permitted in Section 7.3 of the Loan Agreement, all Leases entered into after the date hereof are subject to the prior written approval of Mortgagee as to form, content, tenant(s) and use.

11.6 The Mortgagors shall not, without Mortgagee's prior written consent: (i) execute any assignment or pledge of any Rents or any Leases; or (ii) accept any payment of any installment of Rent more than thirty (30) days before the due date thereof.

11.7 Nothing in the Note, this Mortgage or in any of the other Loan Instruments shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of any landlord under any of the Leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments the Mortgagors agree to perform and pay or cause to be performed and paid.

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11.8 At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more Leases, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

11.9 The Mortgagors shall cause each tenant under each Lease to agree and each tenant under each Lease shall agree, at the option of the Mortgagee, to attorn to Mortgagee or to any other person succeeding to the interest of landlord as a result of any enforcement by Mortgagee of any remedy provided by law or herein upon the occurrence of an Event of Default hereunder, and shall agree to recognize the Mortgagee or such successor in interest as landlord under such Lease without change in the amount of Rent or other provisions thereof; provided, however, that Mortgagee or such other successor in interest shall not be bound by any payment of Rent or additional Rent for more than one month in advance or any amendment of or modification to any Lease made without the consent of the Mortgagee or such other successor in interest. Each tenant, upon request by Mortgagee or other successor in interest, shall execute and deliver an instrument or instruments confirming such agreements and attornment.

11.10 If an Event of Default occurs under this Mortgage:

(i) Immediately upon demand by Mortgagee, the Mortgagors shall deliver to Mortgagee the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Mortgagee, which endorsement and/or assignment shall be in form and substance acceptable to Mortgagee.

(ii) Mortgagee, then or at any time or times thereafter, at its sole election, without notice thereof to the Mortgagors, may notify any or all of the obligors under the Leases that the Leases have been assigned to Mortgagee and Mortgagee (in its name, in the name of either or both Mortgagors or in any or all of such names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Mortgagee.

(iii) The Mortgagors, immediately upon demand by Mortgagee, irrevocably shall direct all obligors under the Leases then and thereafter to make all payments then and thereafter to make all payments then and thereafter due from them under the Leases directly to Mortgagee.

(iv) Mortgagee shall have the right at any time or times thereafter, at its sole election, without notice thereof to the Mortgagors, to enforce the terms of the

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Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of either or both Mortgagors, Mortgagee or in any or all of such names.

(v) Each Mortgagor, irrevocably, hereby designates, makes, constitutes and appoints Mortgagee (and all persons designated by Mortgagee) as such Mortgagor's true and lawful attorney and agent-in-fact, with power, without notice to such Mortgagor and at such time or time thereafter as Mortgagee, at its sole election, may determine, in the name of each such Mortgagor, Mortgagee or in any or all of such 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 each Mortgagor'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 the name of either or both Mortgagors on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (viii) to endorse the name of either or both Mortgagors upon any payments or proceeds of the Rents and to deposit the same to the account of Mortgagee and (ix) to do all acts and things necessary, in Mortgagee's sole discretion, to carry out any or all of the foregoing.

(vi) All of the foregoing payments and proceeds received by Mortgagee shall be applied by Mortgagee in the manner set forth in Section 8.4 of the Loan Agreement.

(vii) Mortgagee may also exercise any other rights and remedies then available under this Mortgage, the Note, the other Loan Instruments and any applicable laws.

SECTION 12

ENVIRONMENTAL MATTERS:

12.1 The Mortgagors hereby jointly and severally represent, warrant and covenant to Mortgagee that:

(a) The Mortgagors shall comply in all respects with all Environmental Laws and refrain from generating, storing, handling, processing, disposing, releasing or otherwise using Hazardous Materials, at, in, on, under or about the Mortgaged Property in a manner that could lead or potentially lead to the imposition on either Mortgagor, Mortgagee or the Mortgaged Property of any liability or Lien of any nature whatsoever under any Environmental Law.

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(b) If either Mortgagor receives (i) any notice of any violation or administrative or judicial complaint or order having been filed or about to be filed against either Mortgagor and/or any of the Mortgaged Property alleging violations of any Environmental Law or requiring either Mortgagor to take any action in connection with the release and/or clean-up of any Hazardous Materials, or (ii) any notice from any Governmental Body or any other Person alleging that either Mortgagor is or may be liable for costs associated with a response or clean-up of any Hazardous Materials or any damages resulting from such release, such Mortgagor, promptly upon receipt thereof, shall provide Mortgagee with a copy of such notice.

(c) The Mortgagors shall commence, within thirty (30) days after receipt of notice thereof from any Governmental Body or from Mortgagee, and thereafter diligently and expeditiously take, at the sole cost and expense of the Mortgagors, such remedial action as may be necessary to fully comply in all respects and in a timely fashion with all Environmental Laws if at any time it is determined that the operation or use of the Mortgaged Property violates any applicable Environmental Laws or that there are any Hazardous Materials located at, in, on, under or about the Mortgaged Property which, under any Environmental Law, require cleanup or corrective or remedial action.

(d) The Mortgagors shall pay or cause to be paid, within thirty (30) days after notice of the imposition thereof from a Governmental Body having jurisdiction (or such shorter period of time as may be specified in such notice), any and all fines, penalties, assessments and other charges against Mortgagee, either Mortgagor or the Mortgaged Property itself relating to any Environmental Law.

(e) The Mortgagors shall discharge any Lien filed against the Mortgaged Property by any Governmental Body under any Environmental Law within thirty (30) days after the date that the Mortgagors are first given notice thereof (or within such shorter period of time as may be specified by Mortgagee if such Governmental Body has commenced steps to cause the Mortgaged Property to be sold pursuant to such Lien) either by (i) paying the claim and removing the Lien or (ii) furnishing a cash deposit, bond, or such other security with respect thereto as is satisfactory in all respects to Mortgagee and is sufficient to effect a complete discharge of such Lien on the Mortgaged Property.

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SECTION 13

MORTGAGEE'S PERFORMANCE OF MORTGAGORS' OBLIGATIONS:

In case of any failure by either Mortgagor to perform, keep or observe any covenant, agreement or condition required of such Mortgagor hereunder (whether or not such failure constitutes an Event of Default hereunder), Mortgagee may, but need not, make any payment or perform any act herein required of such Mortgagor in any form and manner Mortgagee deems 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 Lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Mortgaged Property or contest any tax or assessment or cure any default of any landlord in any Lease. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including, but not limited to, costs and expenses, reasonable attorneys' fees and any other monies advanced by Mortgagee in regard to any tax referred to in this Mortgage or to protect the Mortgaged Property or the lien hereof, and shall become part of Borrowers' Obligations secured hereby, and shall become immediately due and payable upon 10 days' written notice from Mortgagee to the Mortgagors and shall bear interest at the Default Rate. Inaction of Mortgagee never shall be considered as a waiver of any right accruing to it on account of any default on the part of either Mortgagor.

SECTION 14

EVENTS OF DEFAULT; ACCELERATION OF INDEBTEDNESS:

14.1 The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this Mortgage.

14.2 If an Event of Default shall have occurred, then at the option of Mortgagee, Borrowers' Obligations shall at once, without notice to the Mortgagors unless otherwise provided in the Loan Agreement, shall become immediately due and payable.

SECTION 15

ENTRY; FORECLOSURE; EXPENSE OF LITIGATION:

15.1 (a) If an Event of Default shall have occurred, the Mortgagors, upon demand of Mortgagee, forthwith shall surrender to Mortgagee the actual possession, and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession, of all or any part of the Mortgaged Property, and may exclude each Mortgagor and its respective agents and

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employees wholly therefrom, and may have joint access with each Mortgagor to the books, papers and accounts of such Mortgagor.

(b) If, for any reason, the Mortgagors shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring the delivery to Mortgagee of the Mortgaged Property. Each Mortgagor specifically consents to the entry of such judgment or decree.

(c) The Mortgagors will pay to Mortgagee, upon demand, all expenses (including, without limitation, reasonable fees of attorneys, engineers, accountants and agents and other costs and expenses) of obtaining such judgment or decree or of otherwise seeking to enforce its rights under the Note, this Mortgage or any of the other Loan Instruments; and all such expenses, until paid, shall be secured by this Mortgage and shall bear interest at the Default Rate.

(d) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time: (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all of the rights and powers of each Mortgagor to the same extent as such Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may determine to be in its best interests. Mortgagee may collect and receive all of the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other similar charges as Mortgagee may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgagee in the manner set forth in Section 8.4 of the Loan Agreement.

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(e) Mortgagee shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith, except to the extent that any such loss, damage, injury, cost or expense is found by a court of competent jurisdiction in a final decision no longer subject to appeal, to be the direct result of the gross negligence or wilful misconduct of Mortgagee.

15.2 When Borrowers' Obligations shall become due, whether by acceleration or otherwise, Mortgagee, either with or without entry or taking possession as herein provided or otherwise, may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to (i) enforce payment of the Note or the performance of any of the other Borrowers' Obligations (ii) foreclose the Lien hereof for Borrowers' Obligations or part thereof and to sell the Mortgaged Property as an entirety or otherwise, as Mortgagee may determine, and/or (iii) pursue any other right or remedy available to it under or by applicable law. In any civil action to foreclose the Lien hereof or otherwise enforce Mortgagee's rights, there shall be allowed and included as part of Borrowers' Obligations in the order or judgment for foreclosure and sale or other order all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable fees of appraisers, engineers and attorneys and for costs and outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimates as to items to be expended after entry of such order or judgment) of procuring all such abstracts of title, title searches and examination, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Mortgaged Property. All expenditures and expenses of the nature mentioned in this subsection 15.2 and such costs, expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the Lien of this Mortgage, including reasonable attorneys' fees and other costs and expenses of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, any of the other Loan Instruments, or the Mortgaged Property, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable to Mortgagee, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

15.3 After the occurrence of an Event of Default, Mortgagee shall have the right and option to commence a civil action to foreclose the Lien of this Mortgage and to obtain an order or judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Mortgaged Property. The failure to join

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any tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any such order or judgment to foreclose their rights shall not be asserted by either Mortgagor as a defense in any civil action instituted to collect Borrowers' Obligations secured hereby, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged property, any statute or rule of law at any time existing to the contrary notwithstanding.

15.4 Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of Borrowers' Obligations as a credit to the purchase price.

SECTION 16

APPLICATION OF PROCEEDS OF FORECLOSURE SALE AND OTHER PROCEEDS:

The proceeds of any foreclosure or other sale of the Mortgaged Property or any other remedy provided herein shall be paid and applied in the manner set forth in Section 8.4 of the Loan Agreement.

SECTION 17

APPOINTMENT OF RECEIVER OF MORTGAGEE IN POSSESSION:

If an Event of Default shall have occurred and be continuing and/or if Mortgagee shall have accelerated Borrower's Obligations, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for Borrowers' Obligations or the insolvency of any party bound for its payment to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law. The Mortgagors will pay to Mortgagee upon demand (with interest thereon at the Default Rate) all expenses, including receiver's fees, reasonable attorneys' fees, costs and expenses and agent's compensation, incurred pursuant to the provisions of this Section; and all such expenses shall be secured by this Mortgage and shall bear interest at the Default Rate.

SECTION 18

RIGHTS UNDER UNIFORM COMMERCIAL CODE:

Upon the occurrence of an Event of Default under this Mortgage, Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both

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the real property portion of the Mortgaged Property and the Deposits and the Collateral in accordance with its rights, powers and remedies with respect to such real property, in which event the default provisions of the Code shall not apply. The parties agree that if Mortgagee shall elect to proceed with respect to the Deposits and the Collateral separately from such real property, ten (10) days notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees, costs and expenses, and other expenses incurred by Mortgagee.

SECTION 19

RIGHTS CUMULATIVE:

Each right, power and remedy conferred upon Mortgagee by this Mortgage and by all of the other Loan Instruments and conferred by law and in equity 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 so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee; 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; and no delay or omission of, or discontinuance by, Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

SECTION 20

RELEASE UPON PAYMENT AND DISCHARGE OF BORROWERS' OBLIGATIONS AND GUARANTOR'S OBLIGATIONS:

Mortgagee shall release this Mortgage and the lien hereof by proper instrument at the time the Borrowers' Obligations and the Guarantor's Obligations are paid in full.

SECTION 21

NOTICE:

All notices and communications under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) sent by telecopy or telegraph, or (iii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or by overnight express carrier, addressed in each case as follows:

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To Mortgagors: EXOHO Associates Limited
Partnership
c/o Mark IV Realty, Inc.
400 North Franklin Street
Chicago, Illinois 60610
Attention: Stephen M. Leonard
Telecopy No.: (312) 923-1930

Copy to: Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603
Attention: Allen P. Lev, Esq.
Telecopy No.: (312) 807-3900

To Mortgagee: Greyhound Financial Corporation
Greyhound Tower
Phoenix, Arizona 85077
Attention: Matthew Breynne and
Robert Itkin
Telecopy Number: (602) 248-5531

and

Greyhound Financial Corporation
10 South LaSalle Street, Suite 2121
Chicago, Illinois 60603
Attention: Jeffrey S. Kilrea
Telecopy Number: (312) 855-1779

Copy to: Greenberger, Krauss & Jacobs
180 North LaSalle Street
Suite 2750
Chicago, Illinois 60601
Attention: Maurice Jacobs, Esq.
Telecopy No.: (312) 782-8416

or in such other manner, as to any of the parties referred to above, as such party shall designate in a written notice to the other parties referred to above. All notices sent pursuant to the terms of this Section 21 shall be deemed received (i) if sent by telecopy or telegraph, on the day sent if a Business Day, or if such day is not a Business Day, then on the next Business Day, (ii) if sent by overnight, express carrier, on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, on the third Business Day following the day sent.

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SECTION 22

WAIVERS:

22.1 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 or in equity upon the Note.

22.2 Neither Mortgagor shall apply for or avail itself of any appraisement, valuation, stay, extension, homestead or exemption laws or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Lien of this Mortgage, but each Mortgagor hereby waives the benefit of such laws. Each Mortgagor for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the Lien hereof and agrees that any court having jurisdiction to foreclose such Lien may order the Mortgaged Property sold as an entirety. Each Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate or residential real estate and each Mortgagor hereby expressly waives, to the full extent permitted by law, any and all rights of reinstatement and any and all rights of redemption from sale under any order or judgment of foreclosure of the Lien of this Mortgage on behalf of each Mortgagor, the trust estate of the Trust and all persons beneficially interested therein and each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage. The Mortgagors represent that the Trust is duly authorized and empowered by the trust instruments establishing the Trust and by all persons having the power of direction with respect to the Trust to execute this Mortgage, including the foregoing agreements, waivers and releases.

22.3 No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon the occurrence of any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or default by either Mortgagor in the performance of its respective obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of either Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of

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how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by either Mortgagor.

22.4 If Mortgagee: (i) releases anyone primarily or secondarily liable on any of Borrowers' Obligations; (ii) accepts a renewal note or notes for the Note; (iii) grants forbearance or any extension of time for the payment or performance of any of Borrowers' Obligations; (iv) takes other or additional security for the payment or performance of any of Borrowers' Obligations; (v) waives or does not exercise any right granted by law or granted herein or in the Note or in any of the other Loan Instruments; (vi) releases with or without consideration any of the Mortgaged Property from the Lien of this Mortgage or any other security for the payment or performance of Borrowers' Obligations; (vii) changes any of the terms, covenants, conditions or agreements of the Note, this Mortgage or any of the other Loan Instruments; (viii) consents to the filing of any map, plat or replat affecting the Mortgaged Property; (ix) consents to the granting of any easement or other right affecting the Mortgaged Property; or (x) makes or consents to any agreement subordinating the lien hereof; any such act or omission shall not release, discharge, modify, change or affect (except to the extent of the changes referred to in clause (vi) above) Borrowers' Obligations or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, cosigner, endorser, surety or guarantor of the Note or any of the other Loan Instruments; nor shall any such act or omission preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted upon the occurrence of any Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee, shall the Lien of this Mortgage or the priority thereof be altered thereby, whether or not there are junior lienors and whether or not they consent to any of the foregoing. In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the Mortgaged Property, Mortgagee, without notice, hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or Borrowers' Obligations, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings. The foregoing shall not affect, limit or negate the prohibition against such sale or transfer as set forth in Section 9 hereof.

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SECTION 23

FILING AND RECORDING CHARGES AND TAXES:

The Mortgagors will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgment of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and the other Loan Instruments, together with all assignments hereof or thereof.

SECTION 24

BUSINESS PURPOSE:

Beneficiary hereby represents and warrants to Mortgagee, and the Trust hereby acknowledges that it has been advised by Beneficiary, that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Section 6404 4(c) of Chapter 17 of the Illinois Revised Statutes (or any substitute amendment or replacement statutes), and that the principal obligation secured hereby constitutes a "business loan" transacted solely for the purpose of carrying on or acquiring the business of Beneficiary which comes within the purview and operation of said paragraph.

SECTION 25

MISCELLANEOUS:

25.1 Successors and Assigns: This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagors named on page 1 hereof and their respective successors, grantees, assigns, each subsequent owner or owners of the Mortgaged Property and all persons claiming under or through each Mortgagor.

25.2 Release of Previous Holder: The word "Mortgagee" when used herein shall include the successors and assigns of the original Mortgagee named on page 1 hereof, and the holder or holders, from time to time, of the Note. Whenever the Note is sold, however, each prior holder automatically shall be freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of the Mortgagors hereunder to be performed after the date of such sale, provided that any monies in which the Mortgagors have an interest, which monies then are held by the seller of the Note, are turned over to the purchaser of such Note.

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25.3 Severability: In the event one or more of the provisions contained in this Mortgage or in the Note or in any other Loan Instrument, for any reason, shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability, at the option of Mortgagee, shall not affect any other provision of this Mortgage, the Note or other Loan Instrument and all such documents, including the Note and this Mortgage, shall be construed as if such invalid, illegal or unenforceable provision never had been contained herein or therein.

25.4 Governmental Compliance: The Mortgagors shall not, by act or omission, permit any lands or improvements not subject to the Lien of this Mortgage to include the Mortgaged Property or any part thereof in fulfillment of any governmental requirement, and the Mortgagors hereby assign to Mortgagee any and all rights to give consent for all or any portion of the Mortgaged Property to be so used. Similarly, no lands or improvements comprising the Mortgaged Property shall be included with any lands or improvements not subject to the Lien of this Mortgage in fulfillment of any governmental requirement. The Mortgagors 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 the Mortgagors which would result in a violation of any of the provisions of this Section 25.4 shall be void.

25.5 Regulation G: The Mortgagors covenant that the proceeds of the Loan will not be used for the purchase or carrying of registered equity securities within the purview and operation of Regulation G issued by the Board of Governors of the Federal Reserve System.

25.6 Management: The Mortgagors further covenant and agree that all agreements to manage the Mortgaged Property, including, without limitation, the Management Agreement: (i) shall provide that the obligation to pay any amount thereunder will not be enforceable against any party other than the party who entered into such agreement; (ii) shall provide that such agreement, together with any and all Liens and claims for Lien that any manager or other person or entity performing the duties of a manager thereunder has or thereafter may have under such agreement or for managing the Mortgaged Property or any part thereof in all respects, shall be subordinate to the Lien of this Mortgage; and (iii) shall not be enforceable against Mortgagee. The Mortgagors shall furnish Mortgagee with evidence of the foregoing which is in all respect satisfactory to Mortgagee.

25.7 Leasing Commissions: The Mortgagors covenant and agree that all agreements to pay leasing commissions: (i) shall provide that the obligation to pay such commissions will not be enforceable against any party other than the party who entered into such agreement; (ii) shall be subordinate to the Lien of this Mortgage; and (iii) shall not be enforceable against

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Mortgagee. The Mortgagors shall furnish Mortgagee with evidence of the foregoing which is in all respects satisfactory to Mortgagee.

25.8 Account Stated: Each statement of account by Mortgagee delivered to the Mortgagors relating to Borrowers' Obligations shall be presumed correct and accurate and shall constitute an account stated between the Mortgagors and Mortgagee unless thereafter waived in writing by Mortgagee or unless within thirty (30) days after receipt by the Mortgagors of such statement, the Mortgagors deliver to Mortgagee written objection thereto specifying the error or errors, if any, contained in any such statements.

25.9 Evasion of Prepayment Premium: If the maturity of Borrowers' Obligations is accelerated by Mortgagee because of the occurrence of an Event of Default under this Mortgage, such acceleration shall be deemed to be an evasion of the prepayment provisions provided for in the Loan Agreement and in such event there shall be added to and included in Borrowers' Obligations the prepayment premium or liquidated damages required under the provisions governing the prepayment privilege contained in the Loan Agreement.

25.10 Mortgagee in Possession: Nothing herein contained shall be construed as constituting Mortgagee as a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Property by Mortgagee pursuant to this Mortgage.

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

25.12 Limit On Liability: Neither Mortgagee nor any Depository described in this Mortgage shall be liable for any act or omission taken in good faith but only for its gross negligence or wilfull misconduct.

25.13 Joint and Several Liability: The obligations and liabilities of the Mortgagors under this Mortgage shall be joint and several.

25.14 No Merger: 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 Mortgagee acquire any additional or other interest in or to the Mortgaged Property or the ownership thereof, then unless a contrary intent is manifested by Mortgagee 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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25.15 Illinois Mortgage Foreclosure Law: (a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not provided for elsewhere in this Mortgage, shall be added to Borrowers' Obligations secured by this Mortgage or by the judgment of foreclosure.

25.17 APPLICABLE LAW. THIS MORTGAGE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS AND DECISIONS OF THE STATE OF ARIZONA EXCEPT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION DETERMINES THAT ILLINOIS OR OTHER LAW SHALL APPLY. FOR PURPOSES OF THIS SECTION 25.17, THIS MORTGAGE SHALL BE DEEMED TO BE PERFORMED AND MADE IN THE STATE OF ARIZONA.

25.18 JURISDICTION AND VENUE. THE MORTGAGORS HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY THE MORTGAGORS AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS MORTGAGE AND THE OTHER LOAN INSTRUMENTS SHALL BE LITIGATED IN THE SUPERIOR COURT OF ARIZONA, MARICOPA COUNTY DIVISION, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA (EXCEPT TO THE EXTENT THAT ILLINOIS LAW REQUIRES SUCH ACTIONS OR PROCEEDINGS TO BE LITIGATED IN THE CIRCUIT COURT OF CHICAGO, COOK COUNTY, ILLINOIS) OR, IF MORTGAGEE INITIATES SUCH ACTION, IN ADDITION TO THE FOREGOING COURTS, ANY COURT IN WHICH MORTGAGEE SHALL INITIATE SUCH ACTION, TO THE EXTENT SUCH COURT HAS JURISDICTION. EACH MORTGAGOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY MORTGAGEE IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH MORTGAGOR AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO SECTION 21 OF THIS MORTGAGE. EACH MORTGAGOR WAIVES ANY CLAIM THAT PHOENIX, ARIZONA, CHICAGO, ILLINOIS OR THE DISTRICT OF ARIZONA IS AN

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INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD EITHER MORTGAGOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, SUCH MORTGAGOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY SUCH COURT AGAINST SUCH MORTGAGOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR THE MORTGAGORS SET FORTH IN THIS SECTION 25.18 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY MORTGAGEE, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY MORTGAGEE, OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION.

25.19 WAIVER OF RIGHT TO JURY TRIAL. MORTGAGEE AND EACH MORTGAGOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS MORTGAGE OR ANY OF THE OTHER LOAN INSTRUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

25.20 TIME OF ESSENCE. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS MORTGAGE AND THE OTHER LOAN INSTRUMENTS.

25.21 Exculpatory Clause: This Mortgage is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the Trust hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Trust personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any of Borrowers' Obligations secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trust personally is concerned, the legal holder or holders of the Note and the owner or owners of Borrowers' Obligations secured hereby shall look solely to Beneficiary, the Mortgage Property hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

25.22 Limitation of Recourse. Notwithstanding anything contained in this Mortgage to the contrary, Mortgagee shall have no recourse against either general partner of Beneficiary, or any of the assets or property of either general partner of Beneficiary, with respect to the payment of all or any portion of the Principal Balance; provided, however, that nothing contained in this Section 25.22 shall limit or be construed to limit or

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impair the recourse of Mortgagee with respect to any one or more of: (a) foreclosure of the Security Interests or the enforcement of the Loan Instruments, in accordance with the terms and provisions hereof and thereof; (b) enforcement of any Liens or any other security given to secure Borrowers' Obligations; (c) enforcement of the personal liability of Beneficiary against Beneficiary and the assets and properties of Beneficiary; (d)

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.

The terms of the instrument attached to this instrument shall apply to the property notwithstanding that the instrument attached to this instrument is the Trustee's Exemptory Rider attached hereto and made a part hereof.

By: J. J. [Signature]
Title: Trustee
Attest: [Signature]
Title: Notary

EXOHO ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

By: Mark IV Realty, Inc., an Illinois corporation, a general partner

By: [Signature]
Title: President

By: JLM Realty, Inc., an Illinois corporation, a general partner

By: [Signature]
Title: President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANNE M. MARCHERT, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter [unclear] and T. J. MICHAEL WHELAN are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such [unclear] and SECRETARY, respectively, of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** (the "Bank"), appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Bank, as Trustee, for the uses and purposes therein set forth; and the said SECRETARY then and there acknowledged that he, as custodian of the seal of the Bank, did affix the seal of the Bank to said instrument as own free and voluntary act and as the free and voluntary act of the Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this DEC 27 1980 day of _____, 199..

Anne M. Marchert
Notary Public

(SEAL)



OFFICE OF COOK County Clerk's Office

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Property of Cook County Clerk's Office

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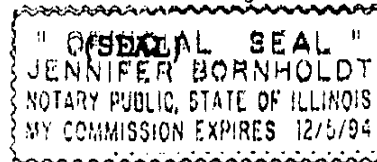
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Jennifer Bornholdt, a Notary Public in and for said county, in the State aforesaid, do hereby certify that John Mark the President of MARK IV REALTY, INC., an Illinois corporation ("Mark IV"), being a general partner of Exoho Associates Limited Partnership, an Illinois limited partnership (the "Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of Mark IV as his own free and voluntary act and as the free and voluntary act of Mark IV, for itself and as a general partner of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of December, 1992.

Jennifer Bornholdt
NOTARY PUBLIC

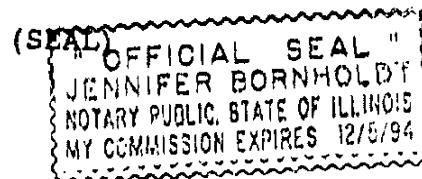


STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Jennifer Bornholdt, a Notary Public in and for said county, in the State aforesaid, do hereby certify that John Marks the President of JLM REALTY, INC., an Illinois corporation ("JLM"), being a general partner of Exoho Associates Limited Partnership, an Illinois limited partnership (the "Partnership"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of JLM as his own free and voluntary act and as the free and voluntary act of JLM, for itself and as a general partner of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27th day of December, 1992.

Jennifer Bornholdt
NOTARY PUBLIC



90627301

EXHIBIT A

Legal Description

LOTS 34 TO 44, BOTH INCLUSIVE, AND LOT 45 (EXCEPT THE SOUTH 25 FEET THEREOF) IN BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDING A STRIP ON REAR OF SAID LOTS MARKED "RESERVED FOR ALLEY" UPON PLAT OF SAID SUBDIVISION OF BLOCK 20 RECORDED OCTOBER 22, 1856 IN BOOK 125 OF MAPS, PAGES 37 AND 38 EXCEPT FROM SAID PREMISES ANY PORTION THEREOF USED OR OCCUPIED FOR RAILROAD PURPOSES), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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