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THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of August 6, 1990 from Bank of Chicago/Gartield Ridge, not personally but solely as Trustee pursuant to Trust Agreement dated August 2, 1990 and known as Trust No. 90-8-2 ("Mortgagor"), with a mailing address at 6353 West Fifty-fifth Street, Chicago, Illinois 60638 and Bank of Chicago/Gartield Ridge ("Mortgagee"), with a mailing address at 6353 West Fifty-fifth Street, Chicago, Illinois 60638;

WHEREAS, Mortgagor is justly and truly indebted to Mortgagee in the principal sum of six Hundred Thousand and no/100 (\$600,000) Dollars evidenced by a certain Promissory Note of even date herewith in the principal sum of \$600,000 executed, jointly and severally, by Mortgagor, Bank of Chicago/Gartield Ridge, not personally but solely as Trustee under Trust Agreement dated August 2, 1990 and known as Trust No. 90-8-1 and Universal Joint Co., d/b/a Johnson Power of North America Co. ("Universal"), an Illinois corporation, payable to the order of Mortgagee whereby Mortgagor promises to pay out of that part of the trust estate subject to the aforesaid Trust No. 90-8-2 said principal and interest in the sum of \$296.00 each (said interest being payable prior to maturity at the fixed rate of 11.25% per annum on the unpaid principal balances, and after maturity at the fixed rate of 14.25% per annum), beginning on September 6, 1990 and continuing on the 6th day of each month thereafter, plus a final balloon payment of the entire unpaid principal balance and accrued interest due on August 6, 1995; and

WHEREAS, Universal is also justly and truly indebted to Mortgagee in the principal sum of six Hundred Thousand and no/100 (\$600,000) Dollars evidenced by a certain Promissory Note of even date herewith in the principal sum of six Hundred Thousand and no/100 (\$600,000) Dollars executed by Universal, payable to the order of Mortgagee on demand (said Note evidences a revolving line of credit extended by Mortgagee to Universal) together with interest payable monthly on the unpaid principal balances from time to time unpaid calculated at the variable interest rate per annum of 1% above the prime interest rate of Bank of Chicago/Gartield Ridge, as announced from time to time, said prime rate to change on the date or dates said prime rate changes (after maturity, interest shall accrue at the variable rate per annum of 4% above said prime rate); and

WHEREAS, P. Wayne Johnson ("Guarantor"), pursuant to that certain continuing Guaranty dated August 6, 1990 (the "Guaranty") has unconditionally guaranteed to Mortgagee the payment and performance of all indebtedness, obligations and liabilities of Universal to Mortgagee, whether now existing or hereafter created or arising, including, without limitation, the indebtedness of Universal evidenced by the two promissory notes described hereinabove; and

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

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72-69-578 D2 (3)

Handwritten initials/signature

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WHEREAS, at the direction of the beneficiary of the aforesaid Trust No. 90-8-2 and to induce Mortgagee to make the aforesaid loans, Mortgagee promises to pay out of that part of the trust estate subject to the aforesaid Trust No. 90-8-2 the principal sums due under the two promissory notes described above in the aggregate principal sum of one million two hundred thousand and no/100 (\$1,200,000) Dollars, together with all interest accruing thereunder (collectively, hereinafter the "Note"); said payments of both principal and interest shall be made at the office of Bank of Chicago/Carlisle Ridge at its address shown above;

To secure (a) the repayment of the debt evidenced by the Note, with interest, when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), and all renewals, extensions, modifications and refinancings thereof; (b) the payment and performance of the guaranty; and (c) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, including, without limitation, all costs of collection, including reasonable attorneys' fees upon default and sums advanced by Mortgagee, with interest, to protect the security of this Mortgage; and (d) the performance of Mortgagee's covenants and agreements under this Mortgage and the Note, Mortgagee does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagee, its successors and assigns the following described real estate situated in the County of Cook, State of Illinois, to wit:

LOT 6 AND THE NORTH 20 FEET OF LOT 7 IN BLOCK 2 IN GEORGE SMITH'S ADDITION TO CHICAGO, A SUBDIVISION OF BLOCKS 17 TO 22 OF ASSESSOR'S DIVISION OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Street Address: 2001 S. Wabash Avenue, Chicago, Illinois
P.I.N. 17-22-312-001-0000

Document prepared by Bennett Cohen, 33 W. LaSalle Street, Chicago, IL 60602

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagee, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgagee Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgagee Premises and all right, title and interest of Mortgagee in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Mortgagee Premises, whether written or oral, and all other leases and agreements for the use thereof (collectively "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagee to collect the rentals to be paid pursuant thereto, provided Mortgagee shall not be in default

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1. Mortgagor hereby agrees: (a) to pay when due all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secures; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's Lien, or other Lien or encumbrance; (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, Lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after commencement and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

Mortgagor's interest in the Mortgaged Premises. exceptions to coverage in any title insurance policy insuring declarations, easements and restrictions listed in a schedule of to the Mortgaged Premises against all claims and demands, subject to any (Mortgage) and that Mortgagor will warrant and defend generally the title Mortgage"; this Mortgage shall be junior and subordinate to the first P. Wayne Johnson in the principal sum of \$ 90,000.00 (the "First even date herewith granted by Mortgagor to Mortgagee to secure a loan to for that certain Mortgage, Assignment of Rents and Security Agreement of Mortgaged Premises; that the Mortgaged Premises are unencumbered except hereby conveyed and has the right to mortgage, grant and convey the Mortgagor covenants that Mortgagor is lawfully seized of the real estate

request and expense of Mortgagor. shall become null and void and shall be released upon the written the terms, covenants and agreements contained herein, then this Mortgage hereby secured shall be paid in full and Mortgagor shall perform all of accrued interest on the Note and all other indebtedness and obligations Bankruptcy Code) provided, however, that it and when all principal and State of Illinois and all rights of homestead created by the Federal all rights under and by virtue of the homestead exemption laws of the successors and assigns forever (Mortgagor hereby RELEASING AND WAIVING TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its

herein as the "Mortgaged Premises") damage. (said real estate and all of the above collectively referred to easement or apportionance thereof, including severance and consequential domain proceedings of all or any part of the Mortgaged Premises or any hereafter payable to Mortgagor for any taking by condemnation or eminent hereinafter described and awards and other compensation heretofore or casualties and contingencies insured pursuant to the insurance policies Mortgagor by reason of loss or damage by fire and such other hazards, hereunder; and (4) all proceeds heretofore or hereafter payable to

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orders and all other requirements imposed by any governmental or other competent authority and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof; (k) not to make or permit, without first obtaining the written consent of the Mortgagor, the use of the Mortgaged Premises for any purpose other than for which it was used on the date of this Mortgage or the removal, demolition or sale of any building, improvement, fixture, machinery or equipment now or hereafter upon the Mortgaged Premises; (l) to keep and maintain such books and records as required by Mortgagor and to permit Mortgagor reasonable access to and the rights of inspection of such books and records; (m) to furnish to the Mortgagor such information and data with respect to the financial condition, business affairs and operations of Mortgagor and the Mortgaged Premises as may be reasonably requested no more often than annually, unless otherwise agreed to (all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied); (n) that no construction exceeding an aggregate cost of \$50,000.00 shall hereafter be commenced upon the Mortgaged Premises unless the plans and specifications for such construction have been submitted to and approved in writing by Mortgagor to the end that such construction shall not, in the reasonable judgment of the Mortgagor, entail prejudice of the loan evidenced by the Note and this Mortgage; and (o) that if the Mortgaged Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as may be amended from time to time (the "Act"), the Mortgagor will keep the Mortgaged Premises covered for the term of the Note by flood insurance up to the maximum limit of coverage available under the Act.

2. Mortgagor shall keep the Mortgaged Premises continuously insured against loss or damage by fire, lightning, windstorm, malicious mischief, vandalism and extended coverage hazards, for full replacement value, and shall provide business interruption, boiler and machinery, flood and drapshop insurance if required by Mortgagor. All casualty policies shall contain a standard mortgage clause naming Mortgagor as first Mortgagor and a loss payable endorsement in favor of Mortgagor. Mortgagor shall also provide a Comprehensive General Liability Property Damage and Workmen's Compensation Policy naming Mortgagor as an additional insured. All policies of insurance shall be written by insurers acceptable to Mortgagor and have such monetary limits as Mortgagor shall require.

3. In the event of any loss or damage sustained by casualty for which insurance policies are in effect, the Mortgagor is authorized to adjust, compromise and collect all claims thereunder without the consent of the Mortgagor and to execute and deliver on behalf of Mortgagor all necessary proofs of loss, receipts, vouchers, releases and such other documents as shall be required by the insurers to be executed. At the election of Mortgagor, the proceeds of any insurance may be applied to the reduction of the indebtedness secured by this Mortgage, whether or not then due, or may be applied to the cost of building or restoring or buildings and improvements on the Mortgaged Premises, or may be applied to both purposes in such proportion as the Mortgagor shall determine. That part of the Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications

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therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction and regulations, so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

4. Mortgagee shall pay all general real estate taxes, special taxes, special assessments, water and sewer charges and all other taxes and charges on the Mortgaged Premises before any charge for nonpayment attaches or accrues, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor. If Mortgagee shall desire to contest any tax or special assessment, to avoid default under this Mortgage, Mortgagee shall pay such tax or assessment in full in the manner provided by law.

5. In case of default hereunder, Mortgagee may, at its option, at any time make any payment or perform any act herein required by Mortgagee in any form and manner deemed expedient by Mortgagee, and Mortgagee may, at its option, make full or partial payments of principal or interest on prior encumbrances, if any, pay delinquent taxes and insurance premiums and purchase, discharge or settle any tax lien or any other prior lien or claim, redeem from any tax sale or foreclosure affecting the Mortgaged Premises or contest any tax or assessment. All monies paid or incurred by Mortgagee in connection therewith including costs and attorneys' fees and any other monies advanced by Mortgagee to protect the Mortgaged Premises shall be so much additional indebtedness secured hereby and shall be immediately due and payable by Mortgagee together with interest at the Default Rate defined herein.

6. In case of default hereunder, Mortgagee may direct and Mortgagee agrees to pay to Mortgagee each month a sum specified by Mortgagee and estimated by Mortgagee to be equal to one-twelfth of the total amount of the general property taxes to be assessed against the Mortgaged Premises for the year in which the deposit is made. Mortgagee shall also increase the monthly deposit for payment of all special assessments. Mortgagee agrees that no trust shall be deemed to exist by reason of the making of the foregoing deposits, no interest shall be payable thereon and the deposits may be commingled with Mortgagee's funds. The Mortgagee is hereby authorized to pay all taxes and special assessments as charged or billed without inquiry as to the accuracy or validity thereof. If deposits made hereunder for taxes and special assessments shall not be sufficient to pay the amounts billed as they become due, the Mortgagee shall pay the deficiency to Mortgagee on demand.

7. In the event that the Mortgaged Premises or any part thereof is taken by condemnation, Mortgagee is hereby empowered to collect and receive any awards resulting therefrom ("Awards"), which shall, at the election of Mortgagee, be applied to the payment of the Note or any other indebtedness secured hereby, or on account of rebuilding or restoring that part of Mortgaged Premises not so taken or damaged. If Mortgagee elects to permit the use of Awards for rebuilding or restoration of the Mortgaged Premises, the Mortgaged Premises shall be so rebuilt or restored in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and applicable laws, so as to be as similar, as is reasonably possible, to the condition which existed prior

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10. This Mortgage is given to and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder of Deeds or the Registrar of Title of the county where the Mortgaged Premises

9. Prior to execution of this Mortgage, Mortgagee shall obtain and deliver to Mortgagee a commitment for an ALTA Loan Policy in the amount of \$ 90,000.00 issued by a title company acceptable to Mortgagee. All objections contained in the loan commitment shall be approved by and acceptable to Mortgagee.

8. To further secure payment of the Note, all other indebtedness secured hereby and performance of all of the terms, covenants, conditions and agreements contained herein, Mortgagee hereby sells, assigns and transfers to Mortgagee all of its right, title and interest in and to all Leases and rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagee hereby irrevocably appoints Mortgagee its agent, in its name and stead (with or without taking possession of the Mortgaged Premises), to rent, lease or let all or any part of the Mortgaged Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said rentals, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every Lease or any other tenancy existing or which hereafter exists on the Mortgaged Premises, with the same rights and powers and subject to the same rights and powers as Mortgagee would have. If no event of Default under this Mortgage has occurred, Mortgagee shall have the right to collect all of the rents arising from Leases or renewals thereof. Upon an occurrence of an event of Default, Mortgagee, at any time or times thereafter, may notify any and all of the tenants of the Leases that the Leases have been assigned to Mortgagee and Mortgagee may direct said tenants thereafter to make all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of the Mortgagee. Mortgagee will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the Mortgaged Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the Mortgaged Premises at all reasonable times and access thereto shall be permitted for that purpose.

In the event the Awards are insufficient to pay for all costs of rebuilding or restoration, Mortgagee shall deposit with Mortgagee an amount equal to such excess costs prior to any disbursement.

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This Mortgage shall secure, in addition to all other indebtedness and obligations herein recited, any loss, liability, penalty, damage or judgment including reasonable attorneys' fees incurred by Mortgagee by reason of any actual or alleged violation of any applicable statute, ordinance, rule or regulation for the protection of the environment which occurs upon the mortgaged premises or any adjoining parcels or by reason of imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation ("Environmental Costs").

13. Mortgagor shall not and will not apply for or await itself of any appraisal, valuation, stay, extension 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 this Mortgage, but does hereby waive the benefit of such laws. MORTGAGOR EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF, ON BEHALF OF THE BENEFICIARIES OF MORTGAGE, ON BEHALF OF ALL PERSONS CLAIMING OR HAVING AN INTEREST (DIRECT OR INDIRECT) BY, THROUGH OR UNDER MORTGAGOR AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES SUBSEQUENT TO THE DATE HEREOF, IT BEING THE INTENT OF MORTGAGOR HEREBY THAT ANY AND ALL SUCH RIGHTS OF REDEMPTION OF MORTGAGOR AND OF ALL OTHER PERSONS ARE AND SHALL BE DEEMED TO BE HEREBY WAIVED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS.

12. This Mortgage shall constitute a security agreement between Mortgagor and Mortgagee with respect to that portion of the mortgaged premises constituting property or interests in property, whether real or personal, including any and all sums deposited by Mortgagor and held by Mortgagee which are subject to the priority and perfection provisions of the Illinois Uniform Commercial Code. Therefore, to secure payment of the Note and all other indebtedness and obligations of Mortgagor hereunder, Mortgagor hereby grants to Mortgagee a security interest in the mortgaged premises and in all such deposits and agrees that, upon an event of default, Mortgagee shall have all of the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

11. If Mortgagor shall transfer, convey, alienate, pledge, hypothecate or mortgage the mortgaged premises or any part thereof, or any beneficiary of Mortgagor shall transfer, convey, alienate, pledge or hypothecate his beneficial interest or shall alter in any way the trust agreement under which Mortgagor holds title, or shall sell, transfer or assign the shares of stock of any corporate owner of the mortgaged premises or of any corporation which is the beneficiary of the mortgaged premises, at its option, may accelerate the maturity of the Note and declare it to be due and payable forthwith.

described herein are located. The total amount of indebtedness that may be so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed \$1,200,000 of principal, plus interest thereon, and any disbursements by Mortgagee made for the payment of taxes, special assessments or disbursements, and all costs of collection, including reasonable attorneys' fees.

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14. Any one or more of the following shall constitute an event of default ("Event of Default") hereunder: (a) default in the payment, when due, (whether by lapse of time, acceleration or otherwise) of the principal or interest on the Note or of any other indebtedness hereby secured and such amount shall not be paid within ten (10) days of the due date; or (b) default for more than ten (10) days after written notice thereof is sent to Mortgagor in the observance or compliance with any other covenant, warranty, term or provision of this Mortgage or of any separate assignment of leases and/or rents securing the Note or of any other instrument or document securing the Note or relating thereto; or (c) any representation or warranty made by Mortgagor herein or in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto or in any statement or certificate furnished by it pursuant hereto or thereto proves to be untrue or misleading in any material respect as of the date of issuance or making thereof, and if capable of being cured, shall not be cured within 10 days of written notice from Mortgagee; or (d) the Mortgaged Premises or any part thereof, or the beneficial interest in the trust estate holding title thereto shall be assigned, sold, transferred or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof; or (e) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or (f) Mortgagor, Universal, or Guarantor becomes insolvent or bankrupt or admits in writing its, his or her inability to pay its, his or her debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its, his or her property or such a trustee, custodian or receiver is appointed for Mortgagor, Universal, or Guarantor or for the major part of the property of any of them and is not discharged within 30 days after such appointment, liquidation, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy laws or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagor, Universal, or Guarantor and it instituted against such party are considered to or acquired in or are not dismissed within 30 days after such action in institution, or Mortgagor, Universal or Guarantor takes any action in contemplation of or furtherance of any of the foregoing; or (g) there shall be any execution, attachment or levy on the Mortgaged Premises not stayed or released within 30 days; or (h) any event occurs or condition exists which is specified as an event of default in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto; or (i) any financial or other information submitted by any Universal or Guarantor to Mortgagee proves untrue in any material respect; or (j) the Mortgaged Premises is abandoned; or (k) the beneficiary of Mortgagor shall fail or refuse to pay Environmental costs as herein defined; or (l) any hazardous substances or wastes, industrial wastes, pollution control wastes or toxic substances, within the meaning of any applicable

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15. When any Event of Default has occurred and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagee from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements: (a) Mortgagee may, by written notice to Mortgagee, declare the Note and all unpaid indebtedness of Mortgagee hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become due and payable, without other notice or demand of any kind; (b) Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Illinois Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Illinois Uniform Commercial Code; (c) Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (1) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law; or (2) by the foreclosure of this Mortgage in any manner permitted by law; (d) Mortgagee shall, as a matter of right, without giving bond to Mortgagee or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagee or the then value of the Mortgaged Premises, be entitled to

Federal, state or local environmental statute, ordinance, rule or regulation (collectively, "Hazardous Substances") shall be installed, used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Mortgaged Premises, or transported to or from the Mortgaged Premises, in violation of any Federal, state or local environmental statute, ordinance, rule or regulation; or (m) the beneficiary of Mortgagee shall fail or refuse voluntarily to clean up and to bear the cost of cleaning up all Hazardous Substances on, under or about the Mortgaged Premises within 60 days after their discovery, or after receipt from any environmental agency or any other governmental unit or authority that a violation of any applicable Federal, state or local environmental statute, ordinance, rule or regulation has occurred; or (n) Guarantor shall die, or become incompetent, or Guarantor shall terminate, repudiate, revoke or disavow any of his or her obligations under the Guaranty or breach any of the terms of the Guaranty; or (o) default in Universal's observance or compliance with any covenant, provision or condition of that certain security agreement of even date 1990 issued by Mortgagee to Universal, and such default shall continue uncured for 10 days after written notice thereof is sent by Mortgagee; (p) default in Universal's observance, performance or compliance with any covenant, provision, term or condition of that certain security agreement of even date herewith between Universal as debtor and Mortgagee as secured party, and such default shall continue uncured for 10 days after written notice thereof is sent by Mortgagee; (q) default in Universal's observance, performance or compliance with any covenant, provision, term or condition of that certain security agreement of even date herewith between Universal and Mortgagee, and such default shall continue uncured for 10 days after written notice thereof is sent by Mortgagee; or (s) an Event of Default shall have occurred under the first Mortgage and shall not be cured within any applicable grace period.

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have a receiver appointed of all or any part of the Mortgaged Premises and rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise; (e) Mortgagor may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagor's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagor may also take possession of, and for these purposes use, any and all personal property contained on or about the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagor shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagor its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagor hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal property thereon, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagor hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the Default Rate applicable to the Note at the time such expenses are incurred. Mortgagor shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagor. Without taking possession of the Mortgaged Premises, Mortgagor may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate applicable to the Note at the time such costs are incurred.

16. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Note and of every other obligation secured hereby may recover judgment herein, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

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22. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagee, or by or on behalf of Mortgagor, shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, vendees and assigns of such parties, whether so expressed or not. In addition, all covenants, promises and agreements of Mortgagee shall be binding upon any other parties claiming any interest in the mortgaged premises under Mortgage. If

21. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid under, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage.

20. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagee or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof.

19. Mortgagee represents and agrees that the proceeds of the Note will be used for business purposes and that the Note and this Mortgage are exempt from limitations upon lawful interest, pursuant to the terms of the Illinois Revised Statutes, Chapter 17, Paragraph 6404.

18. Mortgagee shall pay Mortgagee's costs and expenses, title charges, search fees, appraisal fees, recording fees, costs of survey, trust fees and attorneys' fees for negotiation, drafting, closing and protecting this Mortgage and loan documents and for advice in connection therewith.

17. Unless expressly provided in this Mortgage to the contrary, no obligation of such performance in any other instance or any other by Mortgagee shall be deemed a consent to or waiver of default by Mortgagee in the performance by Mortgagee or guarantor of any obligations contained herein shall be deemed a consent to or waiver of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Mortgagee hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagee of partial payments of such indebtedness shall neither constitute a waiver of any such Event of Default or of Mortgagee's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Note, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

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COOK COUNTY CLERK

Property of Cook County Clerk

ATTEST

Title: Corporate Secretary

By: *Julie A. Novak*
Julie A. Novak

Title: Senior Vice President

Terrence Superczynski

By: *[Signature]*
BANK OF CHICAGO/GARFIELD RIDGE, not personally, but solely as Trustee as under Trust No. 90-8-2

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

more than one party signs this instrument as Mortgagor, then the term "Mortgagor" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

23. This Mortgage is executed by Bank of Chicago/Garfield Ridge, 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 Bank of Chicago/Garfield Ridge hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on Bank of Chicago/Garfield Ridge personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, conditions and agreements herein or therein contained, either express or implied, or such liability, if any, being expressly waived by Mortgagor and every person now or hereafter claiming any right or security hereunder. Mortgagor further acknowledges and agrees that Mortgagor's sole recourse against Mortgagor shall be to proceed against the mortgaged premises and other property given as security for the payment of the Note and other indebtedness and obligations hereby secured, in the manner herein, in the Note and related loan documents and by law provided.

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10/20/2011

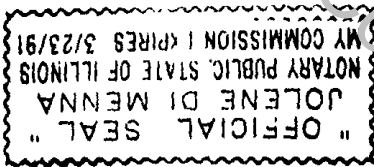
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BOX 333 - TH

Bennett L. Cohen, Attorney at Law
33 N. LaSalle Street, Suite 3500
Chicago, Illinois 60602



MAIL TO:
Jolene DiMenna
3/23/91

My commission expires:

Jolene DiMenna
Notary Public

Given under my hand and notarial seal this 6th day of August, 1990.

I, Jolene DiMenna, a Notary Public in and for the said county, in the state aforesaid, DO CERTIFY Terrence Superczynski of Bank of Chicago/Garfield Ridge and Julie A. Novak, Corporate Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Corporate Secretary then and there acknowledged that as custodian of the corporate seal of said Bank (s) he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

ACKNOWLEDGMENT

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