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MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of October 21, 1991 from Manufacturers Affiliated Trust Company (Successor to Affiliated Bank/Western National, formerly known as Western National Bank of Cicero), not personally but solely as Trustee pursuant to Trust Agreement dated September 23, 1980, and known as Trust No. 8021 ("Mortgagor"), with a mailing address at 758 West North Avenue, Chicago, Illinois 60610 and Affiliated Bank ("Mortgagee"), with a mailing address at 8700 N. Waukegan Road, Morton Grove, Illinois 60053. \$24.50

WHEREAS, pursuant to that certain Continuing Guaranty of even date herewith (the "Guaranty"), Alfred Eisenberg ("Guarantor"), the sole beneficiary under the above-described Trust Agreement, has unconditionally guaranteed to Mortgagee the payment and performance of all indebtedness, obligations and liabilities of Creative Industries, Inc. ("Creative") to Mortgagee, whether now existing or hereafter created or arising, including, without limitation, the following described loans being made by Mortgagee to Creative: (a) a revolving credit loan in the principal amount of \$730,000, evidenced by a promissory note of Creative of even date herewith in the principal sum of Seven Hundred Thirty Thousand and no/100 (\$730,000) Dollars (the "Creative Demand Note"), payable to the order of Mortgagee on demand, plus interest on the unpaid principal balance outstanding from time to time calculated at the variable rate per annum of two percent (2%) above the prime rate of Mortgagee as announced from time to time, which rate shall change on the date or dates said prime rate changes, and (b) an installment loan in the principal amount of \$1,843,412.20, evidenced by a promissory note of Creative of even date herewith in the principal sum of One Million Eight Hundred Forty Three Thousand Four Hundred Twelve and 20/100 (\$1,843,412.20) Dollars (the "Creative Installment Note"), payable to the order of Mortgagee in eleven (11) successive monthly installments of principal in the sum of \$26,587.79 each, commencing on November 1, 1991 and payable on the 1st day of each month thereafter, followed by a balloon payment of the entire unpaid principal and accrued interest due on October 1, 1992. Interest shall be payable monthly on the unpaid principal balance of the Creative Installment Note calculated at a variable rate per annum of two percent (2%) above the prime interest rate of the Mortgagee announced from time to time as its prime rate, which interest rate shall change on the date or dates said prime rate changes; and

WHEREAS, Mortgagee is also making three direct loans to Guarantor in the principal sums of \$572,187.50, \$100,000 and \$50,000, which loans are evidenced by the following described promissory notes executed by Guarantor: (a) a promissory note of even date herewith in the principal sum of \$572,187.50 payable to the order of Mortgagee in the principal sum of Five Hundred Seventy Two Thousand One Hundred Eighty Seven and 50/100 (\$572,187.50) Dollars (the "Guarantor Installment Note"), payable to the order of Mortgagee in eleven (11) successive monthly installments of principal in the sum of \$2,813 each, commencing on November 15, 1991 and payable on the 15th day of each month thereafter, followed by a balloon payment of the entire unpaid principal and accrued interest due on October 15, 1992. Interest shall be payable monthly on the unpaid principal balance of the Guarantor Installment Note calculated at a variable rate per annum of three-quarters percent (3/4%) above the prime interest rate of the Mortgagee announced from time to time as its

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prime rate, which interest rate shall change on the date or dates said prime rate changes; (b) a promissory note of even date herewith in the principal sum of One Hundred Thousand and no/100 (\$100,000) Dollars (the "Guarantor Term Note"), payable to the order of Mortgagee in full on October 15, 1992, plus interest payable monthly on the unpaid principal balance outstanding from time to time calculated at the variable rate per annum of three-quarters percent (3/4%) above the prime rate of Mortgagee as announced from time to time, which rate shall change on the date or dates said prime rate changes; and (c) a promissory note of even date herewith in the principal sum of Fifty Thousand and no/100 (\$50,000) Dollars (the "Guarantor Demand Note"), payable to the order of Mortgagee on demand, plus interest on the unpaid principal balance outstanding from time to time calculated at the variable rate per annum of two percent (2%) above the prime rate of Mortgagee as announced from time to time, which rate shall change on the date or dates said prime rate changes.

All payments due Mortgagee under the promissory notes described hereinabove shall be paid to Mortgagee at the office of the Mortgagee at its address set forth above.

The term "Default Rate" as used herein, shall mean the variable rate per annum of six percent (6%) above Mortgagee's prime rate in effect at the time of calculation.

The term "Notes" as used herein shall be deemed to refer collectively to the Creative Demand Note, Creative Installment Note, Guarantor Demand Note, Guarantor Term Note, Guarantor Installment Note, and all extensions, renewals, modifications and refinancings thereof.

As provided in Section 7 hereinbelow, the total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$3,295,600.00, plus \$50,000 additional advances, plus interest thereon, and any disbursements made by Mortgagee for the payment of taxes, special assessments, or insurance on the Mortgaged Premises (as hereinafter defined), with interest on such disbursements at the Default Rate.

NOW, THEREFORE, to secure (a) the repayment of the debt evidenced by the Creative Demand Note and Creative Installment Note (together hereinafter, the "Creative Notes"), with interest, when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), including all advances now or hereafter made by Mortgagee to Creative under the revolving credit loan evidenced by the Creative Demand Note, and all extensions, renewals, modifications and refinancings of the Creative Notes; (b) the repayment of the debt evidenced by the Guarantor Demand Note, Guarantor Term Note, and Guarantor Installment Note (together hereinafter, the "Guarantor Notes"), with interest, when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), and all extensions, renewals, modifications and refinancings of the Guarantor Notes; (c) the payment and performance by Guarantor of the Guaranty; (d) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, including, without limitation, all expenses and charges, legal or otherwise, including reasonable attorneys' fees, paid or incurred by the Mortgagee in realizing upon or protecting this Mortgage or the indebtedness secured hereby; and (e) the performance of Mortgagor's covenants and agreements under this Mortgage, Mortgagor, at the direction of the beneficiary under the above-described Trust Agreement,

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does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to ~~Mortgaged~~, its successors and assigns, the following described real estate situated in the County of Cook, State of Illinois, to wit:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS ONE TRACT AND BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 36; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH WEST 1/4 OF SECTION, 180.28 FEET; THENCE NORTHERLY PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, 300.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTH WEST 1/4 OF SECTION 36, AS AFORESAID 450.00 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF SAID BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE NORTHERLY ALONG THE LAST MENTIONED WESTERLY RIGHT OF WAY LINE, 174.00 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE SOUTH WEST 1/4 AS AFORESAID, 450 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, 174.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Street Address: Vacant property near the intersection of 83rd Street and 77th Avenue, Bridgeview, IL.

P.I.N. 18-36-101-006

Document prepared by: Bennett Cohen, Three First National Plaza, Chicago, Illinois 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 Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Mortgaged 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 Mortgagor to collect the rentals to be paid pursuant thereto, provided Mortgagor shall not be in default hereunder; and (4) all proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any taking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage. (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises")

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TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever, provided, however, that if and when all principal and accrued interest on the Notes and all other indebtedness and obligations hereby secured shall be paid in full, and Mortgagor shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall be released upon the written request and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises; that the Mortgaged Premises are unencumbered, and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

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 (except for this Mortgage); (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 destruction or damage to all or any part of the Mortgaged Premises to commence 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 provided; (j) to comply with all laws, regulations, rulings, ordinances, 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; and (k) not to make or permit, without first obtaining the written consent of the Mortgagee, the use of the Mortgaged Premises for any purpose other than that 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 Mortgagee and to permit Mortgagee reasonable access to and the rights of inspection of such books and records; (m) to furnish to the Mortgagee 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 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 Mortgagee to the end that such construction shall not, in the reasonable judgment of the Mortgagee entail prejudice of the loan evidenced by the Note and this Mortgage; and (o) that if the Mortgaged

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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 Notes 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 such other insurance reasonably required by Mortgagee. Mortgagor shall provide Mortgagee with a certificate of insurance naming Mortgagee as "mortgagee and loss payee", together with a standard Lender's Loss Payable Endorsement in favor of Mortgagee. Mortgagor shall also provide a Comprehensive General Liability Property Damage naming Mortgagee as an additional insured. All policies of insurance shall be written by insurers acceptable to Mortgagee and have such monetary limits as Mortgagee shall require. Mortgagor agrees to promptly pay when due all insurance premiums on any insurance policy required under the terms of this Mortgage, and to provide Mortgagee with evidence of timely payment of all such insurance premiums.

3. In the event of any loss or damage sustained by casualty for which insurance policies are in effect, the Mortgagee 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 Mortgagee, 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 of buildings and improvements on the Mortgaged Premises, or may be applied to both purposes in such proportion as the Mortgagee shall determine. That part of the Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications 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 thereover, so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

4. Mortgagor 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 Mortgagor agrees to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor. If Mortgagor shall desire to contest any tax or special assessment, to avoid default under this Mortgage, Mortgagor shall pay such tax or assessment in full in the manner provided by law.

5. In case of an Event of Default hereunder, Mortgagee may, at its option, at any time make any payment or perform any act herein required by Mortgagor 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 forfeiture affecting the Mortgaged Premises or contest any tax or assessment. All

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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 Mortgagor together with interest at the Default Rate.

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

7. As described hereinabove, this Mortgage is given to secure, among other things, the Mortgagee's loans to Creative (and the Guaranty) and the direct loans to Guarantor and with respect to the aforesaid \$730,000 revolving credit loan from Mortgagee to Creative, this Mortgage secures not only the indebtedness from the Mortgagee to Creative existing on the date hereof under said revolving credit loan but all such 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 of this Mortgage under said revolving credit loan, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$3,295,600.00, plus \$50,000 additional advances, plus interest thereon, and any disbursements made by Mortgagee for the payment of taxes, special assessments, or insurance on the Mortgaged Premises, with interest on such disbursements at the Default Rate.

8. To further secure payment of the Notes, all other indebtedness secured hereby and performance of all of the terms, covenants, conditions and agreements contained herein, Mortgagor 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. Mortgagor 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 avails, 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

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Mortgagor would have. If no Event of Default under this Mortgage has occurred, Mortgagor 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 Mortgagor. Mortgagor 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.

9. 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 Mortgagor, Mortgagee, at its option, may declare an Event of Default hereunder and shall have all the rights and remedies provided for hereinbelow or by applicable law.

10. 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 Notes and all other indebtedness and obligations secured hereby, 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. Mortgagor shall not and will not apply for or avail 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 MORTGAGOR, 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.

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,

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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").

12. At the option of the Mortgagee and without notice to Mortgagor, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Notes, the Guaranty or in this Mortgage to the contrary, become due and payable upon the occurrence of any one or more of the following events of default (an "Event of Default"): (a) if Creative shall fail to pay any portion of the principal or interest due under any one or both of the Creative Notes (or any other promissory note now or hereafter executed by Creative and payable to Mortgagee) when due (whether by lapse of time, acceleration or otherwise) and such default shall continue uncured for ten days; or (b) if Guarantor shall fail to pay any portion of the principal or interest due under any one or both of the Guarantor Notes (or any other promissory note now or hereafter executed by Guarantor and payable to Mortgagee) when due (whether by lapse of time, acceleration or otherwise) and such default shall continue uncured for ten days; or (c) if Creative shall otherwise be declared in default under the Security Agreement of even date herewith between Creative as debtor and Mortgagee as secured party, and such default shall not be cured within the applicable grace period provided for therein, if any; or (d) if Guarantor shall fail to pay any amount payable under the Guaranty when due and such default shall continue uncured for ten days after receipt of written notice to Guarantor to pay such sum; or (e) if Mortgagor fails to perform or observe any covenant, warranty, or other provision contained in this Mortgage for a period in excess of fifteen (15) days after the date on which the notice of such failure is given to Mortgagor; or (f) if any representation or warranty contained in the Notes, the Guaranty, this Mortgage or in any other loan document or instrument executed by Creative, Mortgagor or Guarantor in connection with the indebtedness hereby secured, shall have been materially false or misleading; or (g) 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 (h) there shall be any execution, attachment or levy on the Mortgaged Premises not stayed or released within 30 days; or (i) 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 (j) admission by the Creative or Mortgagor, or any beneficiary of Mortgagor, in writing, including without limitation an answer or other pleading filed in any court, of Creative's or Mortgagor's or any of its beneficiary's insolvency or its or his inability to pay its or his debts generally as they fall due; or (k) institution by Creative or Mortgagor of bankruptcy, insolvency, reorganization, or arrangement proceedings of any kind under the United States Bankruptcy Code, whether as now existing or as hereafter amended, or any similar debtors' or creditors' rights law, federal or state, now or hereafter existing, or the making by Creative or Mortgagor or any beneficiary of Mortgagor of a general

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assignment for the benefit of creditors; or (k) institution of any such proceedings referred to in clause (j) above against Creative or Mortgagor that are consented to by such party or are not dismissed, vacated, or stayed within sixty (60) days after the filing thereof; or (l) appointment by any court of a receiver, trustee, or liquidator of or for, or assumption by any court of jurisdiction of, all or any part of the Mortgaged Premises or all or a major portion of the property of Creative or Mortgagor or any beneficiary of Mortgagor, if such appointment or assumption is consented to by Creative or Mortgagor or any such beneficiary or, within sixty days after such appointment or assumption, such receiver, trustee or liquidator is not discharged or such jurisdiction is not relinquished; vacated, or stayed; or (m) any financial information or other information submitted by Creative or Guarantor proves untrue in any material respect; or (n) the Mortgaged Premises are abandoned; or (o) Guarantor shall die, or become incompetent, or Guarantor shall terminate, repudiate, revoke or disavow any of his obligations under the Guaranty or breach any of the terms of the Guaranty, or any bankruptcy proceeding shall be filed by or against any beneficiary of Mortgagor and shall not be dismissed within sixty (60) days after the filing thereof; or (p) Creative or Guarantor shall fail or refuse to pay Environmental Costs as herein defined; or (q) any hazardous substances or wastes, industrial wastes, pollution control wastes or toxic substances, within the meaning of any applicable 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 (r) Creative or Guarantor 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.

13. 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 Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Notes) 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 Mortgagor, declare the Notes and all unpaid indebtedness hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind; (b) Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) 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 (ii) by the foreclosure of this Mortgage in any manner permitted by law; (c) Mortgagee shall, as a matter of right, without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to 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.

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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, ejection or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold 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; (d) Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder, in any form and manner deemed expedient by Mortgagee; (e) Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee 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 Mortgagee its true and lawful attorney-in-fact for its 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 Mortgagee 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 to manage and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee 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 at the time such expenses are incurred. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or are 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.

It is expressly understood and agreed to by Mortgagor that upon an Event of Default hereunder, Mortgagee may exercise any rights or remedies it has hereunder or under applicable law with respect to the Mortgaged Premises, whether or not Mortgagee shall have resorted to any other property securing the Notes or Guaranty, or shall have proceeded against any party primarily or secondarily liable on the Notes or Guaranty.

14. The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied in the following order of priority: First, on account of all Mortgagee's costs and expenses incident to the foreclosure proceedings, including, without limitation, attorneys' fees, court costs, and all such items as are mentioned in Section 13 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Notes, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Notes; fourth, any excess remaining to Mortgagor, its successors and assigns as their interests may appear.

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15. All rights and remedies set forth in this Mortgage are cumulative and the holder of the Notes 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.

16. Mortgagee shall have the right to inspect the Mortgaged Premises at all reasonable times upon advance notice to Mortgagor, and access thereto shall be permitted for that purpose.

17. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by Mortgagee to or of any breach or default by Mortgagor in the performance by Mortgagor or Guarantor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagee of such performance in any other instance or any other obligation hereunder. The failure of Mortgagee to exercise either or both 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 Notes, 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.

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

19. 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 Mortgagor or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof.

20. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Whenever 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 thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage.

21. 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 Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, vendees and assigns of such parties, whether

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so expressed or not. In addition, all covenants, promises and agreements of Mortgagor herein shall be binding upon any other parties claiming any interest in the Mortgaged Premises under Mortgagor. If 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 Notes or this Mortgage.

As used in this Mortgage, the singular shall include the plural and vice-versa, and masculine, feminine and neuter pronouns shall be fully interchangeable, when the context so requires.

22. This Mortgage is executed by Manufacturers Affiliated Trust Company, 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 Manufacturers Affiliated Trust Company 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 Notes shall be construed as creating any liability on Manufacturers Affiliated Trust Company personally to pay the Notes 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, all such liability, if any, being expressly waived by Mortgagee and every person now or hereafter claiming any right or security hereunder. Mortgagee further acknowledges and agrees that Mortgagee's sole recourse against Mortgagor shall be to proceed against the Mortgaged Premises and other property given as security for the payment of the Notes and other indebtedness and obligations hereby secured, in the manner herein, in the Notes and related loan documents and by law provided.

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

MANUFACTURERS AFFILIATED TRUST COMPANY,
not personally, but solely as Trustee
under Trust No. 8021

ATTEST

By: Martha Brooks

By: [Signature]

Title: Vice President

Title: AUTHORIZED OFFICER

10369375

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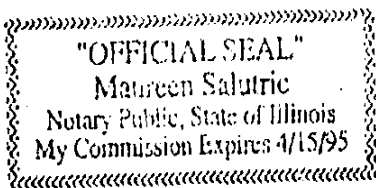
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MAUREEN SALUTRIC, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY SUZANNE GOLDSTEIN BAKER VICE PRESIDENT of Manufacturers Affiliated Trust Company and MARTHA ANN BROOKINS, AUTHORIZED OFFICER of said Company, 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 Company, as Trustee, for the uses and purposes therein set forth; and the said VICE PRESIDENT Secretary then and there acknowledged that as custodian of the corporate seal of said Company (s)he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of October, 1991.



Maureen Salutric
Notary Public

My Commission expires:

MAIL TO:

Affiliated Bank
8700 N. Waukegan Road
Morton Grove, Illinois 60053

Attn: James Vanderverter
First Vice President



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