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This instrument was prepared by and after recording should be returned to: Ann R. Perkins, Esq. Law Offices of Thomas M. Fitzpatrick 20 North Wacker Drive Chicago, Illinois 60606

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1.03 As security for the repayment of the indebtedness in addition to this Mortgage, there have been executed and delivered to Lender certain other loan documents described in Exhibit B attached hereto and made a part hereof. The Note, this Mortgage, and all other loan documents described in such Exhibit B, as they may be amended or modified from time to time, are collectively referred to as the "Loan Documents".

1.02 Mortgage Note ("Note") of even date herewith, wherein Mortgagor promises to pay to the order of Lender the principal amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00), together with interest at a rate equal to one-half percent per annum in excess of the prime rate of interest announced from time to time by LaSalle National Bank, but not less in total than eight percent (8%) per annum or more than eleven and three-quarters percent (11.75%) per annum, in installments as set forth in the Note. The balance of unpaid principal and accrued interest is due and payable on November 15, 1996 (the "Maturity Date").

1.01 Mortgagor is the owner and holder of fee simple title in and to all of the real estate located in the County of Cook and State of Illinois, more fully described in Exhibit A attached hereto (the "Premises"), which Premises form a portion of the Property described below.

RECITALS

I.

This Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement ("Mortgage") is given on November 22, 1991, by AETNA BANK, AN ILLINOIS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 15, 1984, AND KNOWN AS TRUST NUMBER 10-3051 ("Mortgagor"), to ROYAL AMERICAN BANK, AN ILLINOIS BANK ("Lender" or "Mortgagee"), and pertains to the real estate described in Exhibit A attached hereto and made a part hereof.

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

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1.04 The indebtedness evidenced by the Note, including the principal and any interest and all other sums which may be at any time due or owing as provided in this Mortgage or the other Loan Documents, is referred to as the "Secured Indebtedness".

1.05 As security for the repayment of the Note in addition to the other Loan Documents, Mortgagor is required by the Loan Documents to execute and deliver to Lender this Mortgage.

II.

THE GRANT

NOW THEREFORE, in order to secure the payment of the principal amount of the Note and interest thereon and the performance of all of the covenants, provisions, agreements and obligations contained in this Mortgage or in the Loan Documents (whether or not Mortgagor is personally liable for such payment or performance) and also to secure the payment of any and all Secured Indebtedness, direct or contingent, that may now or hereafter become owing from Mortgagor to Lender and the performance of all other obligations under the Loan Documents, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Lender to Mortgagor, the Recitals above stated and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor MORTGAGES, GRANTS, RELEASES, TRANSFERS, REMISES, ALIENS and CONVEYS to Mortgagee and its successors and assigns forever a continuing security interest in and to the Premises described on Exhibit A, commonly known as 1145-47 Wilmette Avenue, Wilmette, Illinois, 60091;

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all fixtures, apparatus, equipment and articles (other than inventories held for sale) which relate to the use, occupancy and enjoyment of the Premises (the Premises and all other property described above in this paragraph being collectively referred to as the "Property"). All of the land, estate and property included among the Property, real, personal and mixed, whether affixed or annexed to the Premises or not (except where otherwise specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

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TO HAVE AND TO HOLD the Property hereby mortgaged and conveyed unto Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

Mortgagor hereby covenants with Lender: that at the execution and delivery hereof, Mortgagor owns the Property and has good, indefeasible estate therein, in fee simple; that the Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than those encumbrances and exceptions described in Exhibit C attached hereto ("Permitted Exceptions"); that Mortgagor has good and lawful right to sell, mortgage and convey the Property, and that Mortgagor and its successors and assigns shall forever warrant and defend the Property against all claims and demands whatsoever.

If and when Mortgagor has paid all of the Secured Indebtedness, has paid any and all other amounts required under the Loan Documents, and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in all of the Loan Documents, then this Mortgage and the estate, right and interest of Mortgagee in and to the Property shall cease and shall be released at the cost of Mortgagor, but otherwise shall remain in full force and effect. Mortgagee shall be entitled to charge a reasonable release fee.

III.

GENERAL AGREEMENTS

3.01 Payment of Indebtedness. Mortgagor shall pay promptly and when due the principal and interest on the indebtedness evidenced by the Note and all other Secured Indebtedness at the times and in the manner provided in the Note, this Mortgage, or any of the other Loan Documents. Mortgagor shall duly perform and observe all of the covenants, agreements, and provisions contained in the Mortgage, the Note or in the Loan Documents. All sums payable by Mortgagor shall be paid without demand, counterclaim, offset, deduction or defense. Mortgagor waives all rights to any such demand, counterclaim, offset, deduction or defense.

3.02 Payment of Taxes. Mortgagor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges against the Property of any nature whatsoever ("Taxes"). Mortgagor shall furnish to Mortgagee duplicate receipts for payment within thirty (30) days after payment.

Mortgagor may, in good faith, contest the validity or amount of any Taxes, provided that:

(a) such contest shall have the effect of preventing the collection of the Taxes so contested and the sale or

forfeiture of the Property or any sub-part or interest thereof;

(b) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to prosecute the contest before any Taxes have been increased by any interest, penalties, or costs;

(c) at Mortgagee's option: (i) Mortgagor has obtained a title insurance endorsement over such contested tax and assessment insuring Mortgagee against all loss or damages by reason of the existence of such contested Taxes; or (ii) Mortgagor has deposited with Mortgagee a sum of money that is sufficient, in Mortgagee's sole judgment, to pay in full such contested Taxes and all penalties and interest that might become due. Mortgagor shall keep on deposit with Mortgagee an amount sufficient to pay in full such contested Taxes, increasing such amount to cover additional penalties and interest whenever, in Mortgagee's judgment, such increase is advisable; and

(d) Mortgagor shall diligently prosecute the contest of such Taxes by appropriate legal proceedings and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred by Mortgagee in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute additional Secured Indebtedness bearing interest at the Default Interest Rate, defined below, until paid, and shall be payable upon demand).

In the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as required, Mortgagee may, at its option, apply the monies deposited with Mortgagee, in payment of, or on account of, such Taxes, including all penalties and interest. If the amount of the deposited money is insufficient for the full payment of Taxes, together with all penalties and interest, Mortgagor shall, upon demand, either (i) deposit with Mortgagee a sum that, when added to such funds then on deposit, is sufficient to make such full payment, or, (ii) if Mortgagee has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Mortgagee. If Mortgagor is not then in default, Mortgagee shall, if so requested in writing by Mortgagor, after final disposition of such contest and upon Mortgagor's delivery to Mortgagee of an official bill for such taxes, apply the money deposited in payment of such Taxes then unpaid, together with all penalties and interest.

3.04 Tax Payments by Mortgagee. Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Taxes. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of

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any Taxes, lien, sale, forfeiture, or related title or claim. Mortgagee is further authorized to make or advance, in place of Mortgagor, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge or payment otherwise relating to any other purpose herein authorized, whenever, in Mortgagee's judgment and discretion, such advance seems necessary or desirable to protect the full security intended to be created by this Mortgage. All such advances and indebtedness authorized by this Paragraph shall constitute additional Secured Indebtedness bearing interest at the Default Interest Rate (as defined in Paragraph 5.02), and shall be payable upon demand.

3.05 Insurance.

(a) Coverage. Mortgagor shall insure and keep insured the Property against such perils and hazards as Mortgagee may from time to time require, and in any event including:

- (i) insurance against loss to the Property caused by fire, lightning, windstorms, vandalism, malicious mischief, and risks covered by the so-called "all perils" endorsement and such other risks as Mortgagee may reasonably require, in amounts equal to the full replacement value of the Property, plus the cost of debris removal, with full replacement cost and inflation guard endorsement;
- (ii) comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Property with such limits as Mortgagee may reasonably require;
- (iii) broad form boiler and machinery insurance on all equipment and objects customarily covered by such insurance, providing for full repair and replacement cost coverage, in amounts as Mortgagee may reasonably require;
- (iv) insurance against loss or damage by flood or mud slide, if the Premises are now, or at any time while the Secured Indebtedness remains outstanding shall be, situated in any area which an appropriate governmental authority designates as a flood or mud slide hazard area, in such amounts as Mortgagee may require but not in excess of the maximum legal limit for such coverage;
- (v) any other insurance coverage required under the Loan Documents.

All insurance shall be in form and content, and shall be carried in companies, approved in writing by Mortgagee. All policies and renewals (or certificates evidencing same), marked "paid", shall be delivered to Mortgagee at least thirty (30) days before the expiration of existing policies and shall, at all times

prior to and during foreclosure, have attached standard non-contributing mortgage clauses entitling Mortgagee to collect any and all proceeds payable under such insurance, as well as standard waiver of subrogation endorsements. Mortgagor shall not carry any separate insurance on such improvements concurrent in kind or form with any insurance required hereunder or contributing in the event of loss. Mortgagor shall give immediate notice of any casualty loss by mail to Mortgagee.

(b) Settlement and Application of Proceeds. (i) In case of loss covered by policies of insurance, Mortgagee is hereby authorized at its option either (A) to settle and adjust any claim under such policies without Mortgagor's consent, or (B) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In any case, Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds. The expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall constitute additional Secured Indebtedness bearing interest at the Default Rate defined below, until paid, and shall be payable upon demand.

(ii) In the event of any insured damage to or destruction of the Property or any part thereof ("Insured Casualty") the proceeds of insurance at Mortgagee's option shall be applied (A) to the entire balance or any portion thereof of the Secured Indebtedness including any principal and interest thereunder, or (B) applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Property or any part thereof (collectively referred to as "restoring" or "restoration") if all of the following conditions are met: (1) if in the reasonable judgment of Mortgagee, the Property can be restored to an architectural and economic unit of the same character and not less valuable than existed prior to the Insured Casualty and adequately securing the outstanding balance of the Secured Indebtedness; (2) if the insurers do not deny liability to the insureds; (3) if no Event of Default shall have occurred and be then continuing; (4) if all then existing Leases (as defined below) shall continue in full force and effect without reduction or abatement of rentals (except during the period of untenability); and (5) if Mortgagee is given an architect's certificate acceptable to Mortgagee indicating the Property may be reconstructed at least 30 days prior to the Maturity Date.

(iii) Except as may be otherwise provided herein, Mortgagee shall apply the proceeds of insurance resulting from any Insured Casualty upon the Secured Indebtedness in such order or manner as Mortgagee may elect.

(iv) In the event that proceeds of insurance, if any, shall be made available to Mortgagor for the restoration of the Property, Mortgagor hereby covenants to restore the same to at least equal value and substantially the same character as prior to such damage or destruction in accordance with plans and specifications to be

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first submitted to and approved by Mortgagee. In the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to accomplish the restoration, then Mortgagee, at its option, may, but shall not be obligated to, undertake such restoration, for or on behalf of Mortgagor, and for such purpose may do all necessary acts including using the insurance proceeds or any other amounts deposited by Mortgagor.

(v) Any portion of the insurance proceeds remaining after deduction for all expenses incurred in the collection and administration of the insurance proceeds (including attorneys' fees) and after payment in full of the Secured Indebtedness shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.

(vi) No interest shall be payable by Mortgagee on account of any insurance proceeds at any time held by Mortgagee.

(vii) In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the Secured Indebtedness, all right, title and interest of Mortgagee in and to any such insurance policies then in force, and any claims or proceeds, shall pass to Mortgagee or any purchaser or grantee.

3.06 Maintenance of Property. Mortgagor shall:

(a) promptly restore any buildings and other improvements now or hereafter on the Property which may become damaged or destroyed to substantially 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;

(b) keep the Property constantly in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien;

(c) complete, within a reasonable time, any improvements now or hereafter in the process of erection upon the Property;

(d) comply with all statutes, rules, regulations, orders, decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Property and the use thereof and observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, license, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Property or its use and occupancy;

(e) make no material alterations in the Property, except as required by law or municipal ordinance and except as required in connection with any Lease (as defined below) for the Property

entered into by Mortgagor provided such alterations do not materially reduce the valuation of the Premises;

(f) pay when due all operating costs of the Property;

(g) not abandon the Property nor do anything whatsoever to depreciate or impair the value of the Property or the security of this Mortgage;

(h) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Premises;

(i) cause the Property to be managed in a competent and professional manner;

(j) not permit the granting of any easements, licenses, covenants, conditions or declarations of use against the Property other than use restrictions provided for or contained in any Leases (as defined below); and

(k) not permit any unlawful use or nuisance to exist upon the Property.

3.07 Compliance with Laws. Mortgagor shall comply with all statutes, ordinances, regulations, rules, order, decrees, and other requirements relating to the Property by any federal, state or local authority. Mortgagor shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Property or that have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Property.

3.08 Prohibited Liens; Transfers.

(a) Mortgagor shall not create, suffer, or permit to be created or filed against the Property any mortgage lien or other lien superior or inferior to the lien created by this Mortgage. Mortgagor may, within ten (10) days after the filing thereof, contest any lien claim arising from any work performed, material furnished, or obligation incurred by Mortgagor upon furnishing Mortgagee security and indemnification satisfactory to Mortgagee for the final payment and discharge of the lien. In the event Mortgagor otherwise suffers or permits any lien to be attached to the Property, Mortgagee shall have the unqualified right, at its option, to accelerate the maturity of the Note, causing the entire principal balance and all interest accrued to be immediately due and payable, provided Mortgagee gives Mortgagor written notice of its intent to accelerate the maturity of the Note and provided that after the expiration of thirty (30) days after such notice of intent any such lien shall continue to exist.

(b) If Mortgagor shall sell, transfer, convey, assign or hypothecate (collectively "Transfer") the title to all or any portion of the Property whether by operation of law, voluntarily, or otherwise, then Mortgagee shall have the unqualified right, at its option, to accelerate the maturity of the Note, causing the entire principal balance and interest accrued, if any, to be immediately due and payable, upon five (5) day written notice to Mortgagor.

(c) This Paragraph 3.08 shall not apply (i) to liens securing the Secured Indebtedness, or (ii) to the lien of current taxes not in default. This Paragraph 3.08 shall be binding upon any persons who shall acquire any part of or interest in or encumbrance upon the Property, or such beneficial interest in, share of stock of or partnership or joint venture interest in Mortgagor or any beneficiary of a Trustee Mortgagor.

3.09 Stamp Tax. If at any time the United States government, or any federal, state, or municipal governmental subdivision, requires Internal Revenue or other documentary stamps, levies, or any tax on this Mortgage or on the Note, or requires payment of any tax on the Secured Indebtedness comparable to the United States Interest Equalization Tax, then Mortgagor shall pay such tax, including interest and penalties, in the required manner.

3.10 Effect of Change in Tax Laws. In the event of the enactment, after the date of this Mortgage, of any law of the State in which the Premises are located (i) deducting from the value of the Premises, for the purpose of taxation, the amount of any lien thereon; (ii) imposing upon Mortgagee the payment of all or any part of the taxes, assessments, charges, or liens hereby required to be paid by Mortgagor, or (iii) changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the Property, or the manner of collection of taxes, so as to affect this Mortgage or the Secured Indebtedness; then Mortgagor, upon demand by Mortgagee, shall pay such taxes, assessments, charges, or liens or reimburse Mortgagee therefor. If, in the opinion of counsel for Mortgagee, it might be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Secured Indebtedness to become due and payable within sixty (60) days after the giving of such notice.

3.11 Assignment of Rents. All right, title, and interest of Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions or agreements relating to the use and occupancy of the Premises (collectively "Leases") affecting the Property and including and together with any and all future Leases, written or oral, upon all or any part of the Property and together with all of the rents, income, receipts, revenues, issues, avails and profits from or due or arising out of the Property are

hereby transferred and assigned simultaneously herewith to Mortgagee as further security for the payment of the Secured Indebtedness. All future leases shall be specifically assigned to Mortgagee by an instrument satisfactory to Mortgagee. Each Lease shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default (as defined below) shall exist under this Mortgage. From time to time, Mortgagor shall furnish Mortgagee with executed copies of each of the Leases and with estoppel letters from each tenant under each of the Leases, which estoppel letters shall be in a form satisfactory to Mortgagee and shall be delivered within thirty (30) days after Mortgagee's written demand. In the event Mortgagee requires that Mortgagor execute and record a separate collateral Assignment of Rents or separate collateral Assignment of Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

Mortgagor expressly covenants and agrees that it shall, as lessor under any Lease or Leases so assigned:

(a) perform and fulfill each term, covenant, condition, and provision in said Lease or Leases if an effect of failure of performance is to permit the lessee to terminate its tenancy;

(b) not suffer or permit to occur any material breach or default under the provisions of any assignment of any such Lease or Leases given as additional security for the Secured Indebtedness;

(c) enforce its rights as lessor under each Lease with reasonable diligence; and

(d) not cancel or terminate or void any Lease except for default by lessee.

Mortgagee shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Note or any participating interest therein or to any person acquiring title to all or any part of the Premises through foreclosure or otherwise. Subsequent assignees shall have all the rights and powers herein provided to Mortgagee. Upon an Event of Default, Mortgagee shall have the rights and powers as are provided herein.

If Mortgagor, as lessor in the Lease or Leases, shall neglect or refuse to perform, observe, and keep all of the covenants, provisions, and agreements contained in the Lease or Leases, then

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Mortgagee may perform and comply with any such Lease covenants, agreements and provisions. All costs and expenses incurred by Mortgagee in complying with such covenants, agreements and provisions shall constitute additional Secured Indebtedness bearing interest at the Default Rate, defined below, until paid, and shall be payable upon demand.

Mortgagee, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Leases, and Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of all alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Mortgagee incur any such liability, loss or damage under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute additional Secured Indebtedness bearing interest at the Default Rate, defined below, until paid, and shall be payable upon demand.

3.12 Lender in Possession. Nothing herein contained shall be construed as constituting Mortgagee as a lender in possession in the absence of the actual taking of possession of the Property by Mortgagee.

3.13 Declaration of Subordination. At the option of 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 condemnation or eminent domain award) to any and all Leases of all or any part of the Property upon Mortgagee's executing and recording a unilateral subordination declaration in the appropriate official records of the county in which the Property is situated.

3.14 Mortgagor and Lien Not Released. From time to time Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, its beneficiary, or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or conditions: (a) release anyone primarily or secondarily liable on any of the Secured Indebtedness; (b) accept a renewal note or notes of the Note; (c) release from the lien of this Mortgage any part of the Property; (d) take or release other or additional security for the Secured Indebtedness; (e) consent to any plat, map or plan of the Premises or Declaration of Condominium as to the Premises (in whole or in part); (f) consent to the granting of any easement; (g) join in any extension or subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of

amortization of the Note or change the time of payment or the amount of the installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Secured Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 3.14 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Secured Indebtedness; and (c) the lien or priority of the lien hereof against the Property.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees as may be incurred by Mortgagee for any action described in this Paragraph 3.14 taken at the request of Mortgagor or its beneficiary or beneficiaries.

3.15 Mortgagee's Right of Inspection. Mortgagee, its representatives, agents or participants shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

3.16 Eminent Domain and/or Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any claim for damages for any of the Property taken or damaged under the power of eminent domain or by condemnation. So long as: (a) any of the Leases is in full force and effect and each tenant thereunder is not in default and such taking shall not result in the termination or cancellation of any of those Leases or give any tenant thereunder the right to cancel its lease; (b) the Property requires restoration; and (c) this Mortgage is not in default; then any award, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by Mortgagee for the restoration of the Property in accordance with plans and specifications to be submitted to and approved by Mortgagee.

In all other cases, Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Secured Indebtedness, whether due or not, or make those proceeds available for restoration of the Property in accordance with plans and specifications to be submitted to and approved by Mortgagee. In any case where proceeds are made available for restoration, the proceeds of the award shall be paid out in the same manner and under the same conditions provided in Paragraph 3.05 hereof for the payment of insurance proceeds toward the cost of restoration. Any surplus which may remain out of said award after payment of such cost of restoration and the reasonable charges of the disbursing party shall, at the option of Mortgagee, be applied on account of

the Secured Indebtedness or paid to any party entitled thereto as the same appears on the records of Mortgagee. No interest shall be allowed to Mortgagor on account of any proceeds of any award held by Mortgagee.

3.17 Furnishing of Financial Statements to Mortgagee. Mortgagor covenants and agrees that it will keep and maintain, or cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Property, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

Mortgagor covenants and agrees to furnish to Mortgagee, within ninety (90) days following the end of every fiscal year applicable to the operation of the improvements on the Property, a copy of a report of the operations of any improvements on the Premises for the year then ended, to be certified by Mortgagor or its beneficiary (or a general partner, if the beneficiary of Mortgagor is a partnership or the chief financial officer if the beneficiary of Mortgagor is a corporation) satisfactory to Mortgagee, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Each such certificate to each such annual report shall certify that the certifying party examined such records as were deemed necessary for such certification and those statements are true, correct and complete.

If Mortgagor fails to furnish promptly any report required by this Paragraph, Mortgagee may elect (in addition to exercising any other right, remedy and power) to make an audit of all books and records of Mortgagor and its beneficiaries which in any way pertain to the Property and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent Certified Public Accountant to be selected by Mortgagee. Mortgagor shall pay all expenses of the audit and other services which expenses shall constitute additional Secured Indebtedness bearing interest at the Default Rate, defined below, until paid, and shall be payable upon demand.

3.18 Filing and Recording Charges and Taxes. Mortgagor 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 all other Loan Documents and all assignments thereof.

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3.19 Acknowledgement of Debt. Mortgagor, within fifteen (15) days after mailing of a written request by Mortgagee, agrees to furnish from time to time: (a) a signed statement setting forth the amount of the Secured Indebtedness and whether or not any default, offset or defense then is alleged to exist against the Secured Indebtedness and, if so, specifying the nature thereof; and (b) a certificate of Mortgagor setting forth the names of all lessees under any Leases, the terms of their respective leases, the space occupied, the rents payable thereunder, and the dates through which any and all rents have been paid.

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

3.21 Security Agreement and Financing Statement. This Mortgage constitutes a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Property is located with respect to (a) all sums at any time on deposit for the benefit of Mortgagee pursuant to the provisions of this Mortgage or any of the Loan Documents; and (b) any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property (including all replacements, additions and substitutions) other than real estate (collectively "Collateral"). Mortgagor hereby grants to Mortgagee a security interest in the Collateral to secure the payment of the Secured Indebtedness and the performance of all of Mortgagor's obligations. All of the terms, provisions, conditions and agreements contained in this Mortgage apply to the Collateral as fully and to the same extent as to any other property comprising the Property.

Mortgagor represents and warrants that no financing statement, as that term is used in the Code, covering any of the Collateral or any proceeds thereof is on file in any public office (except financing statements showing Mortgagee as the sole Secured Party, or such other liens and encumbrances as have been expressly permitted by Mortgagee in writing ("Permitted Exceptions")). Mortgagor shall at its own cost and expense, upon demand, furnish to Mortgagee such further information, shall execute and deliver to Mortgagee such Financing Statements and other documents in form satisfactory to Mortgagee, and shall do all such acts and things as Mortgagee may reasonably request or as may be necessary or

appropriate to establish and maintain a perfected security interest in the Collateral as security for the Secured Indebtedness, subject to no adverse liens or encumbrances (except Financing Statements showing Mortgagee as sole Secured Party, or Permitted Exceptions). Mortgagor shall pay the cost of filing the same or filing or recording such Financing Statements or other documents as well as this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

At any time after any part of the Secured Indebtedness is due (whether by declaration, acceleration or otherwise), Mortgagee shall have the remedies of a Secured Party under the Code, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof. For that purpose, Mortgagee may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the Collateral if the Collateral is affixed to the Premises. Such removal shall be subject to Code conditions. Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations. Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Property. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least five (5) days notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition is made. Mortgagee may buy at any public sale, and, if the Collateral is a type customarily sold in a recognized market or is of type which is the subject of widely distributed standard price quotations, Mortgagee may buy at any private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Premises comprised within the Property, the Collateral and the Premises to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and reasonable attorneys' fees and legal expenses incurred by Mortgagee shall be applied in satisfaction of the Secured Indebtedness. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Leases between Mortgagor, as lessor, and various tenants, as lessee, including all extensions and renewals of the Lease terms, as well as any amendments to or replacements of the Leases, together with all of the right, title and interest of Mortgagor as lessor, including, without limiting the generality of the foregoing, the present and continuing right to: (a) make claims

for, collect, receive and receipt for any and all of the Rents, and moneys payable as damages or in lieu of the Rents and moneys payable as the purchase price of the Property or any part thereof or claims for money and other sums of money payable or receivable thereunder howsoever payable; and (b) bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any lessor is or may become entitled to do under the Leases.

3.22 Lien for Loan Commissions, Service Charges and the Like. So long as the original Mortgagee is the owner of the Note, and regardless of whether any proceeds of the loan evidenced by the Note have been disbursed, this Mortgage also secures the payment of all loan commissions, service charges, fees to its attorneys, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the loan transaction intended to be secured hereby, all in accordance with the application of, and loan commitment issued to and accepted by, one or more of Mortgagor or Mortgagor's beneficiaries in connection with said loan, if applicable.

3.23 Environmental Compliance. Mortgagor hereby represents, warrants and covenants to Lender the following:

(a) The Property, and the use and operation thereof, are currently in compliance and excepting any more compliance after the date of this Mortgage which does not have a material adverse effect on the security interest created by this Mortgage or the value of the Property, will remain in compliance with all applicable laws and regulations (including but not limited to all environmental, health and safety laws and regulations).

(b) All required governmental permits are in effect and will remain in effect, and the Property, and the use and operation thereof, comply and will continue to comply therewith. Mortgagor shall not be in violation of this representation or warranty if the absence of such a permit shall not have a material security interest created by this Mortgage or the value of the Property.

(c) No use, treatment, storage or disposal of hazardous wastes or hazardous substances has or will occur on, in or underneath the Premises. The terms "hazardous wastes" and "hazardous substances" are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq., and Section 311(b)(2)(A) of the Federal Pollution Control Act, as amended, 33 U.S.C. 1321(b)(2)(A), and the regulations adopted and publications promulgated pursuant to said laws).

(d) There are no pending or, to the best of Mortgagor's knowledge, threatened actions or proceedings (or notices of potential actions or proceedings) from any governmental agency or any other entity regarding the condition or use of the Property, or

regarding any environmental, health, or safety law. Mortgagor will promptly notify Lender of any notices, and any pending or threatened action or proceeding in the future, and Mortgagor will cure with all reasonable diligence any such actions and proceedings to the satisfaction of Lender.

(e) The business and all operations conducted on the Premises have and will lawfully dispose of their hazardous wastes and hazardous substances. There are no pending or threatened actions or proceedings concerning the disposal of hazardous wastes and hazardous substances that pertain to any of the Property or the business or operations conducted hereon. Mortgagor will promptly notify Lender of any such proceedings in the future, and Mortgagor will cure with all reasonable diligence any such actions or proceedings to the satisfaction of Lender.

(f) There are no underground storage tanks, PCB's, asbestos, hazardous wastes or hazardous substances present on or underneath the Premises and none will be on the Premises in the future except that a future Lessee of the Property may bring hazardous waste or a hazardous substance on the Property provided such Lessee is in compliance with all Federal and State environmental regulations and Mortgagor will satisfy any and all obligations that may arise under Section 21 (n) of the Illinois Environmental Protection Act, Ill. Rev. Stat. Ch. 111-1/2, Section 1001-1052 et seq.

(g) There are no pending or, to the best of Mortgagor's knowledge, threatened "superliens", governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of either of the Property, or the priority of the lien of this Mortgage. Mortgagor will promptly notify Lender of any such future actions and proceedings, and Mortgagor will cure with all reasonable diligence any such actions and proceedings to the satisfaction of Lender.

(h) Mortgagor hereby covenants and agrees to protect, defend indemnify, and hold harmless Lender from any and all fees, costs and expenses imposed upon or incurred by Lender at any time and from time to time on account of any breach of any of the covenants, representations or warranties contained in this Paragraph and such costs and expenses shall constitute additional Secured Indebtedness bearing interest at the Default Rate, defined below, until paid, and shall be payable upon demand.

Notwithstanding the foregoing, Mortgagor shall not be in violation of the representation and warranties of this section if a future Lessee causes said violation until Lender gives Mortgagor prior written notice and an opportunity to cure said violation within thirty (30) days of such notice.

IV

REPRESENTATIONS

To induce Lender to make the Loan secured hereby, in addition to any representations and warranties in the Note, in this Mortgage or in any Loan Documents, Mortgagor hereby further represents that as of the date hereof and until the Secured Indebtedness is paid in full and all obligations under this Mortgage are performed:

4.01 Power and Authority. Mortgagor is duly organized and validly existing and has full power and due authority to execute, deliver and perform this Mortgage, and Note, and all Loan Documents in accordance with their terms. Such execution, delivery and performance has been fully authorized by all necessary corporate or partnership action and approved by each required governmental authority or other party. The obligations of Mortgagor and every other party under each such document are the legal, valid and binding obligations of each, enforceable by Lender in accordance with their terms, subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws applicable to the enforcement of creditors' rights generally, and (b) the enforcement of equitable remedies in the discretion of a court of competent jurisdiction.

4.02 No Event of Default or Violations. No event of default or event which, with notice or passage of time or both, would constitute an Event of Default has occurred or is continuing under this Mortgage, the Note, or any of the Loan Documents. Neither Mortgagor, nor any party constituting Mortgagor, nor any beneficiary of Mortgagor, is in default under any agreement which affects it or any of its property, and the use and occupancy of the Premises. The execution, delivery and performance of this Mortgage, the Note or any of the Loan Documents, in accordance with their terms, shall not violate any governmental requirements (including any applicable usury law).

4.03 No Litigation or Governmental Controls. No proceedings of any kind are pending, or threatened against or affecting Mortgagor, the Property (including any attempt or threat by any governmental authority to condemn or re-zone all or any portion of the Property), or involving the validity, enforceability or priority of this Mortgage, the Note or any of the Loan Documents or enjoining or preventing or threatening to enjoin or prevent the use and occupancy of the Premises or the performance by Mortgagor of its obligations hereunder. No rent controls, governmental moratoria or environment controls presently in existence threaten or affect the Property.

4.04 Liens. Title to the Premises, or any part thereof, is not subject to any liens, encumbrances or defects of any nature whatsoever, whether or not of record and whether or not customarily

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shown on title insurance policies, except as identified as a Permitted Exception.

4.05 Financial and Operating Statements. All financial and operating statements submitted to Lender in connection with this Loan are true and correct in all respects and fairly present the respective financial conditions of their subjects and the results of their operations as of the respective dates shown thereon. No materially adverse changes have occurred in the financial conditions and operations reflected therein since their respective dates and no additional borrowings have been made since the date thereof other than the borrowing made under this Mortgage.

4.06 Other Statements to Lender. Neither this Mortgage, the Note, any Loan Document, nor any document, agreement, report, schedule, notice or other writing furnished to Lender by or on behalf of any party constituting Mortgagor or any beneficiary of any such party, contains any material omission or misleading or untrue statement of any fact.

V

DEFAULT AND REMEDIES

5.01 Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

(a) failure of Mortgagor to pay any installment of principal of the Note, or any amount of interest accrued on the Note, or any other amount payable under the Note, this Mortgage, or any of the other Loan Documents when due;

(b) failure of Mortgagor to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage, or the other Loan Documents after the expiration of any grace period expressly allowed in said instrument relative to curing such default;

(c) untruth or material deceptiveness of any representation, covenant or warranty contained in any of the Note, this Mortgage, or the other Loan Documents;

(d) if (and for the purpose of this Subparagraph only, the term "Mortgagor" shall mean and include not only Mortgagor, but also each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Secured Indebtedness or any of the covenants or agreements contained herein or in the Note or in any of the Loan Documents):

(i) Mortgagor shall file a voluntary petition in bankruptcy, insolvency, debtor relief or for arrangement,

reorganization or other relief under any federal or state bankruptcy laws, now or hereafter in effect, shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Mortgagor or for any part of the Premises, shall fail generally to pay Mortgagor's debts as they become due, or shall take any action in furtherance of any of the foregoing;

(ii) Mortgagor shall admit in writing or shall file an answer or other pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

(iii) a court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, and Mortgagor shall consent to or shall fail to oppose any such proceeding, or a court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Mortgagor or for any part of the Premises or any substantial part of Mortgagor's property, or ordering the winding up or liquidation of the affairs of Mortgagor, and such decree or order shall not be dismissed within twenty-eight (28) days after the entry thereof;

(iv) Mortgagor shall fail to pay any money judgment against it within fourteen (14) days following the day it becomes a lien against the Property;

(v) any termination or voluntary suspension of the transaction of the business of Mortgagor, or all or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within fourteen (14) days; or

(vi) Mortgagor shall abandon the Premises; or

(e) any other event occurring or failing to occur which, under this Mortgage, under the Note, under any of the Loan Documents or under any document or instrument referenced herein or related hereto, gives Mortgagee the right to accelerate the maturity or any part thereof of the Secured Indebtedness.

5.02 Acceleration of Maturity. At any time during the existence of any Event of Default, Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to declare all Secured Indebtedness to be immediately due and payable, without further notice, whether or not such Event of Default is thereafter remedied by Mortgagor. Upon acceleration,

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all Secured Indebtedness shall bear interest as provided in the Note, or if not so provided then at a rate per annum equal to the lesser of (a) 18% per annum, or (b) the maximum rate permitted by applicable law ("Default Rate"), and Mortgagee may immediately proceed to foreclose this Mortgage and/or exercise any right, power or remedy provided by this Mortgage, the Note, the Assignment of Rents, the Assignment of Leases, or any of the Loan Documents or by law or in equity conferred.

5.03 Assignment of Rents. Upon an Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all rents directly to Mortgagee without proof of the Event of Default. Mortgagee shall have the authority as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property.

5.04 Foreclosure of Mortgage. Upon occurrence of any Event of Default, or at any time thereafter, Mortgagee may, at its option, proceed to foreclose the lien of this Mortgage and pursue all remedies afforded to a mortgagee under and pursuant to the Illinois Mortgage Foreclosure Law, Ill. Rev. Stat. Ch. 110, Paragraph 15-1101 et seq. (1987) as amended from time to time ("Act").

5.05 Expense of Litigation. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Secured Indebtedness in the order or judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee including, without limitation, expenditures for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to terms to be expended after entry of said order of judgment) of procuring all such abstracts of title, title searches and examinations, 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 Property. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees and expenses as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the 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 constitute additional Secured Indebtedness bearing interest at the Default Rate until paid, and shall be payable upon demand.

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At all times, Mortgagor 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 Property, the priority of this Mortgage or the rights and powers of Mortgagee under this Mortgage, the Note or any of the Loan Documents, Mortgagor 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 and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall constitute additional Secured Indebtedness bearing interest at the Default Rate until paid, and shall be payable upon demand.

5.06 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied in accordance with the provisions of Subsection (c) of Section 15-1512 of the Act. The judgment of foreclosure or order confirming the sale shall provide (after application pursuant to Subsections (a) and (b) of said Section 15-1512) for application of sale proceeds in the following order of priority: first, all items not covered by the provisions of said Subsections (a) and (b), which under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; and second, all principal and interest remaining unpaid on the Note.

5.07 Application of Deposits. In the event of any Event of Default, Mortgagee may, at its option, apply any monies or securities that constitute deposits made to or held by Mortgagee or any depository pursuant to this Mortgage toward payment of any of Mortgagor's obligations under the Note, this Mortgage, or any of the other Loan Documents, in such order and manner as Mortgagee may elect. When the Secured Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Property. Such deposits are pledged as additional security for the prompt payment of the indebtedness evidenced by the Note and any other Secured Indebtedness and shall be held to be applied irrevocably by such depository for the intended purposes and shall not be subject to the direction or control of Mortgagor.

5.08 Appointment of Receiver or Mortgagee in Possession. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of Mortgagee, appoint a receiver of the Property pursuant to Section 15-1702(a) of the Act. Mortgagee or any holder of the Note may be appointed as such receiver or as Mortgagee in possession. Such receiver or Mortgagee in possession shall have all powers and duties prescribed by Section 15-1704 of the Act, including the power to make leases to be binding upon all parties, including Mortgagor after redemption, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the mortgaged real estate after entry of a judgment of foreclosure, all as provided in Subsection (g) of Section 15-

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1701 of the Act. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the Property during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there by redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or Mortgagee in possession, would be entitled to collect such rents, issues and profits, and all other powers which be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income in its hands in payment in whole or in part of: (a) the Secured Indebtedness under this Mortgage, the Note or other Loan Documents or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

5.09 Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor herein or in the Note or any Loan Document or any document related thereto (whether or not Mortgagor is personally liable therefor) 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 tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any Lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to protecting the Property or the lien hereof, shall constitute additional Secured Indebtedness bearing interest at the Default Rate until paid, and shall be payable upon demand. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

5.10 Rights Cumulative. Each right, power and remedy conferred upon Mortgagee by this Mortgage and by all other documents evidencing or securing the Secured Indebtedness 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, or be construed to be a waiver of any default or acquiescence therein.

5.11 Non-Joinder of Tenant. After 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 Premises. The failure to join any tenant or tenants of the Premises 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 Mortgagor as a defense in any civil action instituted to collect the Secured Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Property, any statute or rule of law at any time existing to the contrary notwithstanding.

5.12 Waiver of Statutory Rights. Mortgagor shall not and will not (nor shall any beneficiary) apply for or avail itself of any appraisement, 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 the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, including its beneficiary, waives any and all right to have the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on behalf of Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Property subsequent to the date of this Mortgage.

VI

MISCELLANEOUS

6.01 Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party with respect to this Mortgage shall be in writing and shall be delivered as follows:

if to Mortgagee: Royal American Bank
1604 Colonial Parkway
Inverness, Illinois 60067
Attention: President

and if to Mortgagor, at the address shown below Mortgagor's signature at the end of this Mortgage, or in either case to such other address or to the attention of such other person as the recipient shall have specified by a notice to the sender given in accordance with this paragraph. Any such notice shall be deemed to have been delivered when deposited in an official depository of the United States Postal Service, registered or certified mail, return receipt requested, or when delivered in person.

6.02 Waiver of Defense. 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 same in an action at law upon the Note.

6.03 Business Purpose; Usury Exemption. Mortgagor hereby represents or, if applicable, Mortgagor has been advised by its beneficiaries, that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in paragraph 6404 of Chapter 17 of the 1981 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes with the purview and operation of said paragraph.

6.04 Successors and Assigns. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on Page 1 hereof and its successors, grantees, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the Secured Indebtedness or any part thereof, whether or not such persons shall have executed the Note, this Mortgage or any of the Loan Documents and shall also include any beneficiary of Mortgagor, direct or indirect.

6.05 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. However, whenever the Note is sold, each prior holder shall be automatically 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 Mortgagee hereunder thereafter to be performed, provided that any monies in which Mortgagor has an interest, which monies are then held by the seller of the Note, are turned over to the purchaser of the Note.

6.06 Severability and Applicable Law. In the event one or more of the provisions contained in this Mortgage or in the Note or in any of the Loan Documents given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, the Note or other

Loan Document and this Mortgage, the Note or other Loan Document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage, the Note and the other loan Documents are to be construed in accordance with and governed by the laws of the State in which the Property is situated.

6.07 Deed in Trust. If title to the Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction against the creation of any lien on the Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

6.08 Indemnity. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, losses, damages, claims, expenses (including attorneys' fees and court costs) which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage, or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Property; the ownership, use, operation or maintenance of the Property.

6.09 Exculpatory. This Mortgage is executed by the undersigned not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and is payable only out of the property specifically described in the Mortgage or other Loan Documents, securing the payment of the Secured Indebtedness, by the enforcement of the provisions contained herein and therein. No personal liability shall be asserted or be enforceable against the undersigned, because or in respect of this Mortgage or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive Mortgagee under this Mortgage accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the Property, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of the Note or of any installment thereof, the sole remedies of Mortgagee shall be by foreclosure of the Mortgage, realization upon the other security given under the other Loan Documents securing the Secured Indebtedness, in accordance with the terms and provisions set forth therein, or any combination of the foregoing.

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

AETNA BANK, an Illinois bank, as Trustee under Trust Agreement dated November 15, 1984 and known as Trust No. 10-3051 and not personally.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Mortgagor's Address:

Aetna Bank

2401 N. Halsted
Chicago, IL 60614
Attention: _____ Trust Officer

For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, as beneficiaries of the above trust, join in this Assignment for the purposes of assigning the entire right, title and interest of the undersigned in and to the Leases and Rents from the subject Premises described above and being bound by and subject to all terms and provisions thereof.

Dated November 22, 1991.


WILLIAM L. DE NICOLÒ, JR.


LARS NYLSSON

1139\06\1006

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MORTGAGE

THIS TRUST DEED is executed by the Actna Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Actna Bank 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 said note contained shall be construed as creating any liability on the said First Party or on said Actna Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Actna Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any

IN WITNESS WHEREOF, Actna Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice-President, the day and year first above written

"The Trustee in executing this document SPECIFICALLY EXCLUDES all representation of any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this Trust, has management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee.

Actna Bank

As Trustee as aforesaid and not personally)

By [Signature]
Vice President-Trust Officer

ATTEST [Signature]
Assistant Vice-President

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, THE UNDERSIGNED

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

DIANE J. LESZYNSKI 1/5/57 Vice President-Trust Officer

of the Actna Bank, Chicago, Illinois, and

JOHN EDWIKER Assistant Vice-President

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Vice-President, 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 as aforesaid, for the uses and purposes therein set forth, and the said Assistant Vice-President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26TH

day of NOVEMBER A.D. 1957

[Signature]
Notary Public

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EXHIBIT A

[LEGAL DESCRIPTION OF PREMISES]

SUBLOTS 1 AND 2 IN BRETHOLD'S RESUBDIVISION OF LOTS 5 AND 6 IN DINGEE'S RESUBDIVISION OF BLOCK 25 IN VILLAGE OF WILMETTE (EXCEPT THAT PART OF SAID LOT 2 FALLING IN LOT C IN OWNER'S RESUBDIVISION OF LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 10 FEET) OF BRETHOLD'S RESUBDIVISION AFORESAID) SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 05-34-106-004

COMMON ADDRESS: 1145-47 WILMETTE AVENUE, WILMETTE, IL

Property of Cook County Clerk's Office

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EXHIBIT B

LOAN DOCUMENTS

The term "Loan Documents," as used in this Mortgage, means the following documents and any other documents previously, now, or hereafter given to evidence, secure, or govern the disbursement of the Secured Indebtedness, including any and all extensions, renewals, amendments, modifications, replacements, restatements or supplements thereof or thereto.

1. The Note;
2. The following security documents:
 - (a) this Mortgage
 - (b) a Guaranty of Payment of even date herewith executed by one or more guarantors having a financial interest in Mortgagor and Beneficiary, guaranteeing payment of the Secured Indebtedness.

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EXHIBIT C

[PERMITTED EXCEPTIONS]

None

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