EXHIBIT A ATTACHED TO AND MADE A PART OF A CERTAIN DIRECTION TO CONVEY DATED 12-23-9; TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 10-21466-08 FROM KLEFSTAD PARTNERSHIP, AN ILLINOIS GENERAL PARTNERSHIP, RE REAL ESTATE LEGALLY DESCRIBED AS FOLLOWS:

Lots 9, 10, 11, 12, 13, 14 and 16 in Block 38 in Montrose Subdivision of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO:

Encroachment of chain link fence onto public way west and adjoining by 1.65 feet, as disclosed by survey made by Gremley and Biedermann, Inc., dated July 26, 1985 and currently recertified October 11, 1991,

Encroachment of overhang onto public way south and adjoining by .25 of a foot, as disclosed by survey noted above;

Rights of the public bodies to maintain aerial wires, as disclosed by survey aforesaid;

The Leases as follows:

Leases as follows:
Lease between Klefstad Partnership, an Illinois General Partnership,
Land ord, and the Evanston Stripp Joynt, Ltd., an Illinois
Corporation, Tenant, dated as of September 1, 1988 for approximately
4,281 an are feet in the building commonly known as 4444-48 West
Montroen and 4414 North Kenneth Avenues, Chicago, Illinois 60641 for
the term expiring on August 31, 1993 and containing the right to
extend the term for five (5) years commencing on September 1, 1993 and
terminating on August 31, 1998.

Lease between Klarad Companies Inc., Landlord, and Orkin Extermination Company Inc., a Delaware Corporation, Tenant, dated April 10, 1985 (as a end of February 13, 1986) (Landlord Klefstad Partnership) for 2700 square feet in the building commonly known as 4444-48 West Montrose A ende, Chicago, Illinois for the term ending Echangic 28, 1985 Februarý 28, 1996.

Parking Lot Lease between Klastad Partnership, an Illinois General Parking Lot Lease Detween KINISTED Farthership, an Illinois General Partnership, Landlord, and Capitel Kaws Agency, Inc., an Illinois corporation, dated as of October 10, 1990 for Lot 16 in Block 38 in Montrose Subdivision of Section 12, Township 40 North, Range 13, Eas of the Third Principal Meridian, in Cobe County, Illinois, for the term expiring December 27, 1991.

Lease between LaSalle National Bank, not personally but as Trustee Lease between Lasalle National Bank, not preventily but as Trustee under the Trust Agreement dated October 2, 19 5 and known as Trust Number 10-21466-08, Klefstad Partnership, an Ellinois General Partnership, Landlord, and Midwest Heavy Duty, Ir., an Illinois corporation, Tenant, dated as of September , 1990 for approximately 6,874 square feet in the building commonly known 4444 West Montrose Avenue, Chicago, Illinois for the term commencing on Saptember 1, 1990 and expiring on August 31, 1995 and containing the exclusive right and option of purchasing Lots 9, 10, 11, 12, 13, 16 and 16 in Block 38 in Montrose Subdivision of Section 15, Township 10 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Taxes and Assessments not due and payable as of Decemb 27, 1991.

Laws and zoning ordinances affecting the property.

Acts of Midwest Heavy Duty, Inc., an Illinois corporation and Montrose Investment Company, Inc., an Illinois corporation.

Utility Easements, if any.

Special installments of taxes or assessments for improvements not yet completed which are not due and payable as of December 27, 1991.

This Indenture Witnesseth; That the Candwisighed, 3 5 More reserved to as a string area of a litting is the large of Illinois the series referred to as

a corporation organized and existing under the laws of gor", does hereby mortgage and warrant to

herein referred to as "Mortga-

COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER

a Banking Association of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook , in the State of Illinois, to-wit:

Lots 9, 10, 11, 12, 13, 14 and 16 in Block 38 in Montrose Subdivision of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 4444 W. Montrose, Chicago, Illinois

P.I.N. 13-15-130-011-0000, 13-15-130-020-0000, 13-15-130-024-0000, 13-15-130-025-0000 13-15-130-026-0000, 13-15-130-027-0000, 13-15-130-030-0000, 13-15-130-031-0000

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"OGETHER with all the buildings and improvements now or hereafter erected thereon, including all grand electric fixtures, plumbing, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air power, or otherwise now in or which hereafter may be placed in any building or improvement upon sail for perty; together with the rents, issues and profits of every name, nature and kind. It being the intention nersoy to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of any indebtedness that do for incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure verso mance by the Mortgagor of the covenants herein contained and the payment of a certain indebtednes to the Mortgagee evidenced by an Obligation of even date herewith

in the principal sum of SIX HUNDRED SHIF IY SEVEN THOUSAND FIVE HUNDRED AND NO/100ths

Do lard (\$ 637,500.00), payable, as follows:

PURSUANT TO THE TERMS AND CONDITION OF THAT CERTAIN NOTE OF EVEN DATE HEREWITH AND ANY RENEWAL OR EXTENSION THEREOF

A. THE MORTGAGOR COVENANTS:

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(1) To repay the mortgagee all sums paid by it under the terms of the obligation vicured hereby, together with interest as therein provided, and to repay all other sums paid or advanced by it is mortgagee hereunder, together with interest thereon at the rate REXPECTORIZEMENT, whether such it is shall have been paid or advanced at the date hereof or at any time hereafter.

(2) To pay when due all taxes and assessments levied against said property or any part there i under any existing or future law, and to deliver receipts for such payments to the Mortgagee promptly upon de-

(3) Until said indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, to keep the improvements now or hereafter on said premises insured for the full insurable value against damage by fire, tornado or other hazards, as the Mortgagee may require and in companies approved by its directors; and to pay or provide for payment of premiums on such insurance in any manner Mortgagee may request. Such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale and thereafter to the holder of any master's deed issued pursuant to such certificate of sale. In case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and in such case, the Mortgagor covenants to sign, upon demand, all receipts, vouchers and releases required to be signed by the insurance companies.

***PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN NOTE OF EVEN DATE HEREWITH AND ANY RENEWAL OR EXTENSION THEREOF.

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or suffer no waste of such property, and to maintain the same in good condition and ofly all bills for such repairs and all other expenses incident to the ownership of said at so lien of mechanics or materialmen shall attach to said property; and to suffer or if use of nor any nuisance to exist upon said property; not to weaken, diminish or impair be property or the security intended to be effected by virtue of this mortgage by any act or appear in and defend any proceeding which, in the opinion of the Mortgagee, affects its ed to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in m which it may be made a party defendant by reason of this mortgage.

sit or suffer without the written permission or consent of the Mortgagee being first e use of said premises for the manufacture, sale or dispensing of alcohol or alcoholic bese of said property for a purpose other than that for which the same is now used or repreed; and not to permit any alterations, additions to, demolition or removal of any of the imor hereafter upon said property, nor a sale, assignment or transfer of any right, title or 4 to said property or any portion thereof.

To provide for payment of taxes, assessments and insurance premiums the Mortgagor shall dethe Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual ments levied against said premises and one-twelfth the annual premiums of all such insurained by the amount of the last available bills. As taxes and assessments become due and insurance policies expire, or premiums thereon become due, the Mortgagee is authorized to or is for the purpose of paying taxes or assessments, or renewing insurance policies or paying therein, and in the event any deficit shall exist in the amount of such deposits, the Mortgagor pay ap difference forthwith.

THE MORT IN GOR FURTHER COVENANTS:

That in case of failure or inability to perform any of the covenants herein, the Mortgagee may any act it may deem reces try to maintain or repair said property or to protect the lien of this mortgage. Any monies paid or asbursed by the Mortgagee for any such purpose and all expenses and charges in connection therewith state become so much additional indebtedness secured by this mortgage and, at the election of the Mortgagee, shall be forthwith due and payable, together with interest thereon at the highest rate for which it may then be lawful to contract, or shall be added to and included in the principal mortgage indebtedness. It shall of be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advarting moneys in that behalf, as herein authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for that purpose nor do any act hereunder, nor shall the Mongrace incur personal liability because of anything it may do

That in the event the ownership of said property or any part thereof becomes vested in a peror omit to do hereunder. son other than the Mortgagor, the Mortgagee may, viscut notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured and any deposits made hereunder in the same manner as with the Mort cagor

That time is of the essence hereof and if default be again performance of any covenant herein contained or in making any payment under said obligation of ary extension or renewal thereof, or it proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or it the Mortgagor shall make an assigning or a proceeding in pankruptcy by or against the mortgagor, or technological make an assignment for the benefit of creditors, or if Mortgagor or Mortgagor's property be placed under control of or in custody of any political or judicial body, or if the Mortgagor abandons any a stid property or conveys the same without first obtaining the written consent of the Mortgagee, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without impairing the "... hereby created or the priority of said lien or any right of the Mortgagee hereunder, without notice, to de lare all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mor.greet to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(4) That if the time or terms of payment of the whole or any portion of the obligation secured hereby be extended or modified by the Mortgagee, the Mortgagor and guarantors thereof, an I any person or persons hereafter assuming the payment thereof, or any part thereof, shall be held her by to waive notice of and consent to such extensions and modifications and shall, notwithstanding such extension or modification, continue liable thereon to said Mortgagee, and shall pay the same at the time times mentioned in any such extension or modification agreements, it being the intention hereof that the liability of the Mortgagor, sureties and guarantors shall, under all circumstances whatsoever, continue in its original force until said obligation and the interest thereon and any advancements that may be made by the Mortgagee, as herein authorized, are paid in full.

That upon the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under Mortgagor, and without regard to the then value of said premises or whether the same shall then be occupied by the owners of the equity of redemption, appoint a receiver with power to manage, rent, and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, either before or after any foreclosure sale, may be applied toward the payment of the indebfedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises, there shall first be paid out of the proceeds of such sale a reasonable sum for plain-

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tiff's attorney's fees and also all expenses of advertising, selling and conveying said premises, and all moneys advanced, together with interest thereon as herein provided, for any taxes or other liens or assessments, outlays for documentary evidence, stenographer's charges, all title costs, master's fee, and cost of procuring or completing an abstract of title, guarantee policy or Torrens Certificate showing the whole ti-tle to said premises, and including the foreclosure decree and Certificate of Sale; there shall next be paid the principal indebtedness, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be returned to the Mortgagor. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which together with any sum paid for continuation of evidence of title, court costs and stenographer's charges, and expenses of such proceedings, shall be additional indebtedness hereby secured.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the ingular number, as used herein, shall include the plural; that all rights and obligation under this mortgage shad extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

The Mor gogor hereby waives any and all rights of redemption from sale under any decree foreclosing this mortgap .

7) See Maer attached hereto and made a part hereof.

IN WITNESS WHEREO. And Mortgagor has caused its corporate seal to be hereto affixed and this mortgage to be signed by its resident and attested by its Secretary, on the 27thay of December , A. D. 19 91 , pursuant to authority given by resolutions duly passed by the of said corporation.

Said resolutions further provide that the chlination herein described may be executed on behalf of said corporation by its President, Treasurer and screetary MONTH OSE INVESTMENT COMPANY, INC. ATTEST: A Corporation. STATE OF ILLINOIS, COUNTY OF COOK THE UNDERSIGNED a Notary Public, in and for said County, in the State afore-MONTP SE INVESTMENT said, DO HEREBY CERTIFY, that President of the COMPANY, INC. Secretary of said Company, personally . and known to me to be the same persons whose names are subscribed to the foregoing instrument at a co Secretary, respectively, appeared before me this day in person and acknowled jed 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, for the uses and purposes therein set forth; and the said then and there acknowledged that , as custodian of the corporate seal of said Company, she did affix the corporate seal of said Company to said instrument as her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this

Notary Public.

OFFICIAL SEAL HOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/25/93 ~*Grom*

COMMUNITY BANK & TRUST CO. OF EDGEWATER 5340 NORTH CLARK STREET

CHICAGO, ILLINOIS 605:0

BOX 333

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RIDER ATTACHED TO MORTGAGE DATED <u>December 27, 1991</u>
SECURING AN OBLIGATION IN THE AMOUNT OF <u>\$637,500.00</u>
TO COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER

- 1. The amount due hereunder may be accelerated at the option of the Holder of the Note if the premises specifically in any manner, including but not limited to deed, prior written acknowledgement of the Holder of the Note; without penalty.
- 2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Mortgagor or Guarantors, or any affiliate or in bankruptcy or insolvency or Guarantors a petition benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.
- 3. Without the Holder of the Note's written consent thereto, Mortgagor may not pledge, as collateral security for any collateral described therein.
- 4. Mortgager ereby waives any and all rights of statutory redemptica to the real estate described herein upon a foreclosure of the Mortgage.
- be provided to 1 nder upon Lender's request, current personal financial (tat ments on Lender's form and the U.S. secured hereby and the colpiled financial statements independent certified public countant and certified by the tax returns and any and all related business statements
- 6. The amount due hereunder may be accularated at the option of the Holder of the Note if the premises specifically abandoned, vacated or left unattended by the Mortgagor or the Guarantors thereof.
- 7. Mortgagor and each Guarantor hereof shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which are cause a material change in the financial condition of Mortgagor or any such Guarantor or any affiliate or subsidiary of any such Mortgagor or Guarantor. Information in financial condition, claims, lawsuits, bankruptcies, tax MONTROSE-INVESTMENT COMPANY, INC.

BY: David Day

And the second second

Christine A. Ciucci, Secretary

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RIDER ATTACHED TO MORTGAGE DATED December 27, 1991

SECURING AN OBLIGATION IN THE AMOUNT OF _\$637,500.00

TO COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER

- 1. The amount due hereunder may be accelerated at the option of the Holder of the Note if the premises specifically described in this Mortgage are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Holder of the Note; prepayment by Mortgagor as described in the Note, to be made without penalty.
- 2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Mortgagor or Guarantors, or any affiliate or subsidiary of any such, Mortgagor or Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.
- without the Holder of the Note's written consent thereto, Mortgagor may not pledge, as collateral security for any other loans obtained by either of them, any of the collateral described therein.
- 4. Monoagor hereby waives any and all rights of statutory recember of the real estate described herein upon a forecleave of the Mortgage.
- 5. Mortgagor and Guarantor hereby agree to provide or cause to be provided to lender, upon Lender's request, current personal financial statements on Lender's form and the U.S. individual income tax returns of all Guarantors of the Note secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified bublic accountant and certified by the Guarantors to be compiled and correct and the U.S. income tax returns and any and any related business statements Lender may require.
- 6. The amount due hereunder may be accelerated at the option of the Holder of the Note if the primises specifically described in this Mortgage or any portion thereof is abandoned, vacated or left unattended by the Mortgagor or the Guarantors thereof.
- 7. Mortgagor and each Guarantor hereof shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which may cause a material change in the financial condition of Mortgagor or any such Guarantor or any affiliate or subsidiary of any such Mortgagor or Guarantor. Information as used herein shall include, but not be limited to thruges in financial condition, claims, lawsuits, bankrupteie tax assessments and/or death.

 MONTROSE-INVESTMENT COMPANY, INC.

DV.

Christine A. Ciucci, Secretary

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