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MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (herein "Mortgage") is made this 1st day of February, 1991, between the Mortgagor, Harris Bank Hinsdale, National Association, not personally but as trustee under Trust Agreement dated June 1, 1990 and known as Trust No. L-2628 (herein "Borrower"), and the Mortgagee, Harris Bank Hinsdale, National Association (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHT HUNDRED FIFTY THOUSAND AND 00/100 (\$850,000.00) DOLLARS, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Maturity Date as defined in the Note.

TO SECURE TO LENDER (a) repayment of the principal, interest, and all other amounts payable to Lender on the Note according to its tenor and effect, and all renewals, extensions and modifications thereof and any future advances thereunder, whether direct or indirect, due or to become due; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance and observance of all the covenants, provisions and agreements of Borrower herein and in the Note contained or other instrument given to further secure the performance of any obligation secured hereby, and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrower, Borrower does hereby mortgage, grant, convey and assign to Lender all of Borrower's right, title, and interest in the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the real estate, and all heretofore or hereafter vacated alleys and streets abutting the real estate, and all easements, rights, appurtenances, rents, profits and awards, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, freezers, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the real estate including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, water heaters, attached floor coverings, antennas, and all additional personalty located on the subject real estate, all of which, including replacements and additional thereto, shall be

This Instrument was prepared by and upon recording is to be delivered to:

James E. Musial
GUERARD, KALINA, MUSIAL & VARCHETTO
100 W. Roosevelt Road, Suite A-1
Wheaton, Illinois 60187

COOK COUNTY, ILLINOIS

1991 FEB 27 PM 3:37

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RECORDERS BOX 333

72-57-810 102 Cameron

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Property of Cook County Clerk's Office

1. RECORDS BOX 333

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deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, the real estate together with said property are herein collectively referred to as the "Mortgaged Premises".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Mortgaged Premises, that the Mortgaged Premises are unencumbered, and that Borrower will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title policy insuring Lender's interest in the Mortgaged Premises.

COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges provided in the Note and all other sums secured by this Mortgage.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Mortgage shall be applied by Lender first to any accrued and outstanding interest and then to principal and any other sums secured by this Mortgage in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 6 hereof prior to interest on and principal of the Note.

3. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Mortgaged Premises which may attain a priority over this Mortgage by Borrower making payments when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of the lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Mortgaged Premises or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Mortgage.

4. Insurance. The Borrower will procure for, deliver to and maintain for the benefit of the Lender during the term of this Mortgage, a policy or policies (a) insuring the Mortgaged Premises against fire, lightning, vandalism, malicious mischief, all other perils insured against under "extended coverage", and such other insurable perils as the Lender may require, including, without limitation, perils covered under an "additional other perils" endorsement, for the insurable replacement cost of the Mortgaged Premises, (b) affording such other or additional coverage as from time to time may be requested by the Lender, including, without limitation, comprehensive general liability insurance, umbrella liability insurance, boiler and pressurized vessel insurance, and, if any part of the Mortgaged Premises is in a flood area (as defined under the Flood Disaster Protection Act of 1973), flood insurance.

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All insurance policies and renewals thereof shall: (a) be in a form and amount acceptable to lender and (b) shall include a standard mortgagee clause in favor of and in form acceptable to Lender and (c) provide thirty (30) days advance written notice to Lender before cancellation or material modification. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds and to deduct therefrom Lender's expenses incurred in the collection of such proceeds provided, however, that nothing contained in this paragraph 4 shall require Lender to incur any expense or take any action hereunder. In the event of a disbursement of insurance proceeds less than \$25,000.00 said funds shall be paid to Lender and provided loan is not in default, Lender shall disburse said funds in accordance with the reasonable instructions of Borrower relative to repair of the Mortgaged Premises. In the event of a disbursement of insurance proceeds in the amount of \$25,000.00 or more said funds shall be paid to Lender and Borrower further authorizes Lender, at Lender's option, (a) to hold without interest the balance of such proceeds to be used to reimburse the cost of reconstruction or repair of the Mortgaged Premises or (b) to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph 2 hereof.

If the insurance proceeds are held by Lender to reimburse Borrower for the costs of restoration and repair of the Mortgaged Premises, the Mortgaged Premises shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates Architect's certificate, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall be subject to a prepayment penalty, if any, and shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amounts of such installments. If the Mortgaged Premises are sold pursuant to paragraph 14 hereof or if Lender acquires title to the Mortgaged Premises, Lender shall have all of the rights, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Premises prior to such sale or acquisition.

5. Preservation and Maintenance of Mortgaged Premises. Borrower (a) shall not waste or permit impairment or deterioration of the Mortgaged Premises, (b) shall not abandon the Mortgaged Premises, (c) shall restore or repair promptly and in a good workmanlike manner all or any part of the Mortgaged Premises to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto,

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whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall thereof in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Premises when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Premises, and (f) shall give notice in writing to Lender of and, unless otherwise directed by Lender, appear in and defend any action or proceeding purporting to affect the Mortgaged Premises, the security of this Mortgage or the rights of powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Mortgaged Premises or any fixture, equipment, machinery or appliance in or on the Mortgaged Premises except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind. Notwithstanding anything to the contrary herein contained, Borrower may make certain alterations to the Mortgaged Premises so long as said alterations to the Mortgaged Premises will not diminish the value of the Mortgaged Premises.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Mortgaged Premises or title thereto or the interest of Lender therein, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its reasonable discretion, to protect Lender's interest, including, but not limited to, (a) disbursements of attorneys fees, (b) entry upon the Mortgaged Premises to make repairs, (c) procurement of satisfactory insurance as provided in paragraph 4 hereof. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the default rate stated in the Note. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Upon reasonable prior notice by Lender to Borrower, Lender may make or cause to be made reasonable entries upon and inspections of the Mortgaged Premises.

8. Books and Records. Borrower shall keep and maintain at all times at Borrower's address stated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Mortgaged Premises and the financial condition of the Borrower. Such books and records shall be subject to examination and inspection at any reasonable time by Lender upon reasonable prior notice by Lender to Borrower. Borrower shall, within ninety (90) days after the end of each fiscal year of Borrower and within sixty (60) days after the end of each fiscal quarter of Borrower, furnish to Lender the following: (i) personal financial statements and other financial statements relating to the Borrower as Lender may reasonably require from time to time, and (ii) financial and operating statements of the Mortgaged Premises for such fiscal year, in reasonable detail, and in any event including such itemized statements of receipts and disbursements as shall enable Lender to determine whether a breach described in paragraph 16 or other default hereunder then exists. Such financial and operating statements shall be prepared and certified at Borrower's expense in a manner acceptable to Lender.

9. Condemnation. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Mortgaged Premises, of part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorized Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name any action or proceeding relating to any condemnation or other taking of the Mortgaged Premises, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Mortgaged Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorized Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Mortgaged Premises or to payment of the sums secured by this Mortgage, whether or not then due, in the order of application set forth in paragraph 2 hereof, with the balance, if any, to Borrower. Any application of proceeds to principal shall be subject to a prepayment penalty and, unless Borrower and Lender otherwise agree in writing shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such connection with such condemnation or taking as Lender may require.

10. Borrower and Lien Not Released. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholders, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness of any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the Mortgaged Premises, take or release other or additional security, reconvey any part of the Mortgaged Premises, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 10 shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein, and shall not affect the lien or priority of lien on the Mortgaged Premises. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Mortgage after the due date of such payment shall not be a waiver of Lender's right to either require prompt when due of all other sums so secured or to declare a default

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for failure to make prompt payment. Lender's receipt of any awards, proceeds or damages under paragraphs 4 and 9 hereof shall not operate to cure or waive Borrower's default in payment of sums secured by this Mortgage.

12. Tax and Insurance Escrow. (a) In addition to the rights, powers and remedies granted Lender hereunder, Borrower shall be required to (i) pay Lender monthly, in addition to each monthly payment required under the Note, an amount equal to 1/12th of the annual amount reasonably estimated by Lender to be sufficient to enable Lender to pay all real estate taxes for the Mortgaged Premises due or to become due ("Impositions"), (ii) pay Lender monthly 1/12th of the annual insurance premiums necessary to maintain the insurance policies required by Lender hereunder, (iii) pay Lender the amount of all Impositions accrued but not due as of the date that this Paragraph becomes operative, based upon 110% of the previous years tax bill and insurance premium with an additional two (2) months withheld to assure Lender sufficient funds will be available to pay same when due, and (iv) pay Lender such sums as may be necessary, from time to time, to make up any deficiency in the amount required to fully pay all annual Impositions and insurance premiums. (b) If Lender, at any time during the term of this loan waives the requirement for tax and insurance escrows, it is expressly understood that Lender shall retain the right to require reinstatement of said requirement if: (i) Borrower shall at any time (a) fail to pay any Imposition prior to the last day on which such Imposition may be paid without penalty, or fail to furnish Lender proof, if such proof shall have been requested by Lender, of payment of premiums payable for the insurance required pursuant to this Mortgage, (b) Lender shall have given Borrower written notice of such default specifying in such notice that Lender intends to require the foregoing monthly payments if such default is not cured, and (c) such default shall not be cured within ten (10) calendar days after receipt of such notice; or (ii) any one of the Events of Default provided for in this Mortgage shall occur; (iii) it is expressly understood that all amounts set forth in this Paragraph 12 shall be held by the Lender in an escrow account which does not bear interest.

13. Restriction on Transfer. It shall be an immediate breach of this Mortgage if, without the prior written consent of the Lender, any of the following shall occur: if the Borrower shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Mortgaged Premises or any part thereof, excepting only sales or other dispositions of personalty no longer useful in connection with the operation of the Mortgaged Premises, provided that prior to the sale or other disposition thereof, such personalty has been replaced by other personalty, subject to the first and prior lien hereof, of at least equal value and utility; in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this paragraph 13 shall not apply (i) to the lien of current taxes and assessments not in default, (ii) to the lien of this Mortgage. The provisions of this Paragraph 13 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Mortgaged Premises.

14. Assignment of Rents; Appointment of Receiver; Lender in Possession. As part of the consideration for the indebtedness evidenced by the Note, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the

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rents, revenues and security deposits of the Mortgaged Premises, including those now due, past due, or to become due by virtue of any lease or other agreement of the occupancy or use of all or any part of the Mortgaged Premises, regardless of to whom the rents, revenues and security deposits of the Mortgaged Premises are payable. Borrower hereby authorizes Lender or Lender's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Mortgaged Premises to pay such rents to Lender or Lender's agents; provided, however, that prior to written notice given by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage, Borrower shall collect and receive all rents and revenues of the Mortgaged Premises as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Mortgage in the order provided in paragraph 2 hereof with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage, and without the necessity of Lender entering upon and taking and maintaining full control of the Mortgaged Premises in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all rents and revenues of the Mortgaged Premises as specified in this paragraph 14 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower shall contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Mortgaged Premises shall make such rents payable to and pay such rents to Lender or Lender's agents on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivery such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby represents and warrants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this paragraph 14, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the rents of the Mortgaged Premises for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any rents of the Mortgaged Premises more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents and revenues of the Mortgaged Premises as Lender may from time to time appear.

Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Lender may in person, by agent or by a court-appointed receiver, enter upon and take and maintain full control of the Mortgaged Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Mortgaged Premises, the making of repairs to the Mortgaged Premises and the execution or termination of contracts providing for the management or

maintenance of the Mortgaged Premises, all on such terms as Lender deems best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Mortgaged Premises upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Mortgaged Premises.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Mortgage shall be applied first to the costs, if any, of taking control of and managing the Mortgaged Premises and collecting the rents, including, but not limited to, attorney's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Premises, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Premises, and the costs of discharging any obligations or liability of Borrower as lessor or landlord of the Mortgaged Premises and then to the sums secured by this Mortgage. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Premises and shall be liable to account only for those rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Premises by reason of anything done or left undone by Lender under this paragraph.

If the rents of the Mortgaged Premises are not sufficient to meet the costs, if any, of taking control of and managing the Mortgaged Premises and collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by this Mortgage. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the Default Rate stated in the Note.

Any entering upon and taking and maintaining of control of the Mortgaged Premises by Lender or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Mortgaged Premises shall terminate at such time as this Mortgage ceases to secure indebtedness held by Lender.

15. Events of Default. The terms "Event of Default" or "Events of Default", wherever used in this Mortgage or the other loan documents shall mean any one or more of the following events:

(a) Failure by Borrower to pay when due any payment under the Note, this Mortgage or any other Loan Document and such failure continues for five (5) days;

(b) Failure by Borrower to duly observe or perform any other terms, covenant, condition or agreement of the Note, this Mortgage or any other Loan Document and such failure continues for more than thirty (30) days after Lender gives written notice thereof to Borrower; or

(c) Failure by the Borrower to duly observe or perform any term, covenant, condition or agreement in any assignment of lease, assignment of

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rents or any other agreement made or given as additional security for the performance of the Note, this Mortgage or any other Loan Document; or

(d) The filing by Borrower of a voluntary petition in bankruptcy or Borrower's adjudication as the bankrupt or insolvent, or the filing by Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or any portion of its assets or of all or any part of the Mortgaged Premises or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due; or

(e) The entry by a court of competent jurisdiction of any order, judgment or decree approving a petition filed against the Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, of the appointment of any trustee, receiver or liquidator of the Borrower or of all or any part of the Mortgaged Premises of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive).

16. Acceleration; Remedies. In case of an Event of Default, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further notice, presentment or demand and all sums secured by this Mortgage shall bear interest thereafter at the Default Rate defined in the Note and Lender may foreclose this Mortgage by judicial proceeding. Lender may exercise this option to accelerate during any default by the Borrower regardless of any prior forbearance. Whether or not an action is filed in court, Lender shall be entitled to collect all costs and expenses incurred in pursuance of such remedies, including but not limited to, attorney's fees, costs of documentary evidence, abstracts and title reports, and other costs of suit and Lender at its option may foreclose this Mortgage by judicial proceeding and/or may invoke any other remedies provided by equity, applicable law or provided herein.

17. Notice. Except for any notice required under applicable law to be given in any other manner, (a) any notice to Borrower provided for in this Mortgage or in the Note shall be given by personal service upon Borrower or by mailing of such notice by certified mail addressed to Borrower at:

Harris Bank Hinsdale
Trust L-2628
50 South Lincoln Street
Hinsdale, Illinois 60522
ATTN: Land Trust Department

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or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender at:

Harris Bank Hinsdale
50 South Lincoln Street
Hinsdale, Illinois 60522
ATTN: John F. Kovacs, Vice President

or to such other address as Lender may designate by notice to Borrower as proved herein. Any notice proved for in this Mortgage or in the Note shall be deemed to have been given when personally served as hereinabove provided or, if mailed, on deposit of such notice in the United States Mail.

18. Successors and Assigns Bound; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13 hereof. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

19. Governing Law; Venue; Severability. This Mortgage shall, at Lender's option, be governed by the laws of the State of Illinois or the laws of the jurisdiction in which the Mortgaged Premises is located. Venue for all disputes and claims arising from this Mortgage shall, at Lender's option be in Du Page County, Illinois. In the event that any provisions of this Mortgage or the Note conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage and Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note (in which case no prepayment penalty shall be applicable) or, at Lender's option, shall be refunded to the Borrower. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall at Lender's option be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

20. Waiver. Notwithstanding the existence of any other security interests in the Mortgaged Premises held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Premises

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shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower and any party who now or hereafter acquires a security interest in the Mortgaged Premises and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein. Borrower also waives any right of set-off and/or recoupment Borrower may have against Lender. Borrower further waives any right Borrower may have to demand a jury trial in relation to any action brought by Lender to exercise its remedies, under this Mortgage, the Note or the other loan documents. Borrower further waives its rights to reinstatement and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, stay, redemption and moratorium laws under any state or federal law. Further, Borrower **HEREBY EXPRESSLY WAIVES ALL RIGHTS OF REDEMPTION PURSUANT TO THIS MORTGAGE.**

21. Indemnification. (A) Borrower agrees to indemnify and hold Lender harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, out of the acts and omissions whether negligent, willful or otherwise, of Borrower, or any of its officers, directors, agents, subagents, or employees, in connection with this Mortgage or as a result of: (i) ownership of the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, if any, adjacent parking areas, streets or ways; (ii) any use, non-use or condition of the Mortgaged Premises or any part thereof or the adjoining sidewalks, curbs, if any, the adjacent parking areas, streets or ways; (iii) any failure on the part of the Borrower to perform or comply with any of the terms of this Mortgage; or (iv) the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof. Any amounts payable to the Lender under this Paragraph which are not paid within ten (10) days after written demand therefor by the Lender shall bear interest at the Default Rate defined in the Note. The obligations of the Borrower under this paragraph shall survive any termination or satisfaction of this Mortgage.

(B) Borrower further indemnifies the Lender and agrees to hold the Lender harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lender for, with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Premises or any other property legally or beneficially owned (or in which any interest or estate is owned) by the Borrower of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material), or (ii) the presence of any asbestos on or in the Mortgaged Premises (including, without limitation, the cost of removal) regardless of whether or not caused by, or within the control of Borrower. For purposes herein, the term "Hazardous Material" means and

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includes asbestos, PCB's and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

22. Business Loan. The Borrower represents and warrants that the loan evidenced by the Note secured hereby is a business loan within the purview of Section 6404 of Chapter 17 of the Illinois Revised Statutes.

23. Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in paragraph 16 of this Mortgage as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Premises separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 16 of this Mortgage.

24. Exculpation. This Mortgage, Assignment of Rents and Security Agreement 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 said Mortgage, Assignment of Rents and Security Agreement securing the payment hereof, by the enforcement of the provisions contained in the Note.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized on the date first written above.

Harris Bank Hinsdale, National Association,
not personally but as Trustee under Trust
Agreement dated June 1, 1990 and known as
Trust No. L-2628

BY: *John Hall*
Its: Assistant Vice President
ATTEST: *[Signature]*
Its: *AVP*

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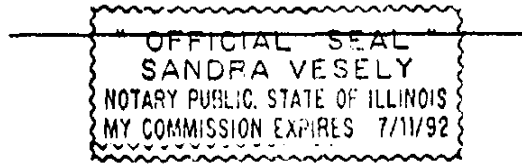
STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JANE HALL, personally known to me to be the Assistant Vice President of Harris Bank Hinsdale, not personally but as Trustee under Trust Agreement dated June 1, 1990 and known as Trust No. L-2628, an Illinois corporation, and SANDRA VESELY personally known to me to be the Assistant Vice President of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Vice President and Assistant Vice President they signed and delivered the said instrument as Assistant Vice President and Assistant Vice President of said Corporation, and caused the Corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of FEB, 1991.

Sandra Vesely
Notary Public

My Commission Expires:



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EXHIBIT "A"

Legal Description

That part of the North 1/2 of the North West 1/4 of the South East 1/4 of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, lying West and North of Northwestern line of State Road as said Northeastly line is established by Document 15317329 and South of the South line of the North 330 feet of the South East 1/4 of said Section 28, excepting from said tract the South 20 feet and the West 20 feet thereof in Cook County, Illinois.

Property of Cook County Clerk's Office

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EXHIBIT "B"

Schedule of Permitted Encumbrances

Mortgagee agrees to acquire its interest in the property subject to only the following permitted encumbrances as disclosed in title commitment no. 72 57 890 dated May 10, 1990 and issued by Chicago Title Insurance Company.

1. Final installment of taxes for 1989 and subsequent years.
9. Covenants and conditions contained in deed recorded May 22, 1964 as Document 19135140 made by Clearing Industrial District, Inc., a Delaware Corporation and Suburban Motor Freight, Inc., an Ohio Corporation, relating to taxes and assessment levied on private streets, repair and condition of private streets, and cost of maintaining and repairing of sewer system and cost, etc., and paving and repairing of walks, use of premises and location of buildings.

NOTE: Said instrument contains no provision for forfeiture or for reversion of title in case of breach of condition.

Possible 8 inch water main on the land near and along the Southeasterly line of the land as disclosed by survey dated May 24, 1990 by Gremley and Biedermann, Inc. and by letter from Hoeffler-Butler Engineering Inc. dated August 8, 1990 on behalf of the Village of Bedford Park to Fagel Haber and Maragos, Attn: Kathryn H. Raysses Esquire.

cds:colefdr:statpm

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