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JUNIOR MORTGAGE

COOK COUNTY RECORDER

By and Between

RIVER OAKS LIMITED PARTNERSHIP, an Illinois limited partnership ("Mortgagor")

and

CHEMICAL BANK, a New York Banking corporation ("Mortgagee")

Dated: April 29, 1991

Property Address:

River Oaks West Shopping Center
159th Street at Park Avenue
Calumet City, Illinois

Permanent Index Number: 29-13-302-023

Prepared by and after recording should be returned to:

HOPKINS & SUTTER
Three First National Plaza
Suite 4300
Chicago, Illinois 60602
Attention: Wayne F. Osoba

Box #9

JUNIOR MORTGAGE

THIS MORTGAGE made the _____ day of _____, 1991, between RIVER OAKS LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter referred to as Mortgagor), and CHEMICAL BANK, a New York banking corporation having an office at 277 Park Avenue, New York, New York (hereinafter referred to as Mortgagee),

W I T N E S S E T H:

WHEREAS Mortgagor is the owner of a fee estate in the premises described in Exhibit A attached hereto (hereinafter referred to as the Premises);

NOW THEREFORE, to secure the payment of an indebtedness in the principal sum of One Million One Hundred Fifty Thousand Dollars and No/100 Dollars (\$1,150,000), lawful money of the United States of America, to be paid with interest, which interest includes, without limitation, "Basic Interest" at the rate set forth in the Note of even date herewith evidencing such indebtedness (hereinafter referred to as the Note), "Contingent Interest," based on a percentage of Cash Flow, as provided in the Note, and "Additional Contingent Interest," based on a percentage of the sales proceeds or the fair market value of the Mortgaged Property (hereinafter defined) as provided in the Note (said indebtedness, interest and all other sums which may or shall become due hereunder being hereinafter collectively referred to as the Debt), which Debt is due and payable in full on January 4, 1993, Mortgagor has mortgaged, warranted, given, granted, bargained, sold, aliened, enfeoffed, conveyed, confirmed and assigned, and by these presents does mortgage, warrant, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign unto Mortgagee forever all right, title and interest of Mortgagor now owned, or hereafter acquired, in and to the following property, rights and interests (such property, rights and interests being hereinafter collectively referred to as the Mortgaged Property):

- (a) the Premises;
- (b) all buildings and improvements now or hereafter located on the Premises (hereinafter referred to as the Improvements);
- (c) all of the estate, right, title, claim or demand of any nature whatsoever of Mortgagor, either in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;

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(d) all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenances thereto, or usable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, nor or hereafter located upon the Mortgaged Property (hereinafter collectively referred to as the Equipment), and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of Illinois), superior in lien to the lien of this Mortgage;

(f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Mortgaged Property;

(g) all leases and other agreements affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (hereinafter referred to as the Leases) and the right to receive and apply the rents, issues and profits of the Mortgaged Property (hereinafter referred to as the Rents) to the payment of the Debt;

(h) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or

settlements made in lieu thereof, for damage to the Mortgaged Property; and

(i) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the proper use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever;

AND Mortgagor covenants and agrees with and represents and warrants to Mortgagee as follows:

1. Payment of Debt. Mortgagor will pay the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage.

2. Junior Mortgage. With respect to certain portions of the Mortgaged Property, this Mortgage is subject and subordinate to that certain First Mortgage and Security Agreement dated December 2, 1984 and recorded December 26, 1984 as Document Number 27382321 in favor of Mortgagee (hereinafter referred to as the Senior Mortgage).

3. Insurance. Mortgagor (i) will keep the Improvements and the Equipment insured against loss or damage by fire, standard extended coverage perils and such other hazards as Mortgagee shall from time to time require in amounts approved by Mortgagee, which amounts shall in no event be less than 100% of the full insurable value of the Improvements and the Equipment and shall be sufficient to meet all applicable co-insurance requirements, and (ii) will maintain rental and business interruption insurance and such other forms of insurance coverages with respect to the Mortgaged Property as Mortgagee shall from time to time require in amounts approved by Mortgagee. All policies of insurance (hereinafter referred to as the Policies) shall be issued by insurers having a minimum policy holders rating of "A" per the latest rating publication of Property and Casualty Insurers by A.M. Best Company and who are lawfully doing business in Illinois and are otherwise acceptable in all respects to Mortgagee. All Policies shall contain the standard New York mortgagee non-contribution clause endorsement or an equivalent endorsement satisfactory to Mortgagee naming Mortgagee as the entity to which all payments made by the insurer thereunder shall be paid and shall otherwise be in form and substance satisfactory in all respects to Mortgagee. Blanket insurance

policies shall not be acceptable for the purposes of this paragraph unless otherwise approved to the contrary by Mortgagee. Mortgagor shall pay the premiums for the Policies as the same become due and payable. At the request of Mortgagee, Mortgagor will deliver the Policies to Mortgagee. Not later than ten (10) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment of premium satisfactory to Mortgagee. If at any time Mortgagee is not in receipt of written evidence that all insurance required hereunder is in force and effect, Mortgagee shall have the right without notice to Mortgagor to take such action as Mortgagee deems necessary to protect its interest in the Mortgaged Property, including, without limitation, the obtaining of such insurance coverage as Mortgagee in its sole discretion deems appropriate, and all expenses incurred by Mortgagee in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Mortgagor to Mortgagee upon demand. Mortgagor shall at all times comply with and shall cause the Improvements and Equipment and the use, occupancy, operation, maintenance, alteration, repair and restoration thereof to comply with the terms, conditions, stipulations and requirements of the Policies. If the Premises, or any portion thereof, are located in a Federally designated "special flood hazard area", then in addition to the other Policies required under this paragraph, a flood insurance policy shall be delivered by Mortgagor to Mortgagee. If no portion of the Premises is located in a Federally designated "special flood hazard area" such fact shall be substantiated by a certificate in form satisfactory to Mortgagee from a licensed surveyor, appraiser or professional engineer or other qualified person. If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other property hazard or casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Debt whether or not then due and payable in such order, priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by Mortgagee and actually applied by Mortgagee in reduction of the Debt.

4. Payment of Taxes, etc. Mortgagor shall pay all taxes, assessments, water rates, sewer rents and other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or

hereafter levied or assessed against the Mortgaged Property (hereinafter referred to as the Taxes) prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. Mortgagor shall deliver to Mortgagee, upon request, receipted bills, cancelled checks and other evidence satisfactory to Mortgagee evidencing the payment of the Taxes prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof.

5. Escrow Fund. Mortgagor will, at the option of Mortgagee, pay to Mortgagee on the first day of each calendar month one-twelfth of an amount (hereinafter referred to as the Escrow Fund) which would be sufficient to pay the Taxes payable or estimated by Mortgagee to be payable, during the ensuing twelve (12) months. Mortgagee will apply the Escrow Fund to the payment of Taxes which are required to be paid by Mortgagor pursuant to the provisions of this Mortgage. If the amount of the Escrow Fund shall exceed the amount of the Taxes payable by Mortgagor pursuant to the provisions of this Mortgage, Mortgagee shall, in its discretion, (a) return any excess to Mortgagor, or (b) credit such excess against future payments to be made to the Escrow Fund. In allocating such excess, Mortgagee may deal with the person shown on the records of Mortgagee to be the owner of the Mortgaged Property. If the Escrow Fund is not sufficient to pay the Taxes, as the same become payable, Mortgagor shall pay to Mortgagee, upon request, an amount which Mortgagee shall estimate as sufficient to make up the deficiency. Until expended or applied as above provided, any amounts in the Escrow Fund may be commingled with the general funds of Mortgagee and shall constitute additional security for the Debt and shall not bear interest.

6. Condemnation. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, Mortgagor shall continue to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage and the Debt shall not be reduced until any award or payment therefor shall have been actually received and applied by Mortgagee to the discharge of the Debt. Mortgagee may apply the entire amount of any such award or payment to the discharge of the Debt whether or not then due and payable in such order, priority and proportions as Mortgagee in its discretion shall deem proper. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award or payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive such award or payment, or a portion thereof sufficient to pay the Debt, whichever is less. Mortgagor shall file and prosecute its claim or claims

for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee. Mortgagor hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claim or claims. Although it is hereby expressly agreed that the same shall not be necessary in any event, Mortgagor shall, upon demand of Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

Leases and Rents. Subject to the terms of this paragraph, Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents, and grants Mortgagor the right to collect the Rents. Mortgagor shall hold the Rents, or an amount sufficient to discharge all current sums due on the Debt, in trust for use in payment of the Debt. The right of Mortgagee to collect the Rents may be revoked by Mortgagor upon any default by Mortgagor under the terms of the Note or this Mortgage by giving notice of such revocation to Mortgagee. Following such notice Mortgagee may retain and apply the Rents toward payment of the Debt in such order, priority and proportions as Mortgagee, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property, and irrespective of whether Mortgagee shall have commenced a foreclosure of this Mortgage or shall have applied or arranged for the appointment of a receiver. Mortgagor shall not, without the consent of Mortgagee, make, or suffer to be made, any Leases or modify or cancel any Leases or accept prepayment of installments of the Rents for a period of more than one (1) month in advance or further assign the whole or any part of the Rents. Mortgagor shall (a) fulfill or perform each and every provision of the Leases on the part of Mortgagor to be fulfilled or performed, (b) promptly send copies of all notices of default which Mortgagor shall send or receive under the Leases to Mortgagee, and (c) enforce, short of termination of the Leases, the performance or observance of the provisions thereof by the tenants thereunder. Mortgagor shall from time to time, but not less frequently than once every thirty (30) days, provide to Mortgagee a complete and detailed leasing status report with respect to the Improvements, which leasing status report shall be in form and substance satisfactory in all respects to Mortgagee. In addition to the rights which Mortgagee may have herein, in the event of any default under this Mortgage, Mortgagee, at its option, may require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of

such part of the Mortgaged Property as may be in possession of Mortgagor. Upon default in any such payment, Mortgagor will vacate and surrender possession of the Mortgaged Property to Mortgagee, or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise. Nothing contained in this paragraph shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Leases.

8. Maintenance of the Mortgaged Property. Mortgagor shall cause the Mortgaged Property to be maintained in good condition and repair and will not commit or suffer to be committed any waste of the Mortgaged Property. The Improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment) without the consent of Mortgagee. Mortgagor shall promptly comply with all existing and future governmental laws, orders, ordinances, rules and regulations affecting the Mortgaged Property, or any portion thereof or the use thereof. Mortgagor shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by fire or other property hazard or casualty (including any fire or other property hazard or casualty for which insurance was not obtained or obtainable or which may be affected by any taking by any public or quasi-public authority through eminent domain or otherwise, and shall complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Premises. If such fire or other property hazard or casualty shall be covered by the Policies, Mortgagor's obligation to repair, replace or rebuild such portion of the Mortgaged Property shall be contingent upon Mortgagee paying Mortgagor the proceeds of the Policies, or such portion thereof as shall be sufficient to complete such repair, replacement or rebuilding, whichever is less. Mortgagor will not, without obtaining the prior consent of Mortgagee, initiate, join in or consent to any private restrictions, limiting or affecting the uses which may be made of the Mortgaged Property or any part thereof.

9. Environmental Provisions. As used in this Mortgage, the following terms shall have the following meanings: (i) the term "Hazardous Material" shall mean any material or substance that, whether by its nature or use, is subject to regulation under any Environmental Requirements, (ii) the term "Environmental Requirements" shall collectively mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et

seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Safe Drinking Water Act (42 U.S.C. § 300f-300j-11 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 1100 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), all as presently in effect and as the same may hereafter be amended, any regulation pursuant thereto, or any other present or future law, ordinance, rule, regulation, order or directive addressing environmental, health or safety issues of or by any Governmental Authority, (iii) the term "Governmental Authority" shall mean the Federal government, or any state or other political subdivision thereof, or any agency, court or body of the Federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, and (iv) the term "diligent inquiry" shall mean a level of inquiry at least equal to any environmental site assessment of the Mortgaged Property conducted in accordance with Mortgagee's environmental policies and procedures. Mortgagor shall not knowingly violate any Environmental Requirements. If Mortgagor fails to timely take, or to diligently and expeditiously proceed to complete in a timely fashion, any action necessary to comply with any Environmental Requirements, Mortgagee may, in its sole and absolute discretion, make advances or payments towards the performance or satisfaction of the same, but shall in no event be under any obligation to do so. All sums so advanced or paid by Mortgagee (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, and fines or other penalty payments) and all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, will immediately, upon demand, become due and payable from Mortgagor and shall bear interest at the Default Rate (as hereinafter defined) from the date any such sums are so advanced or paid by Mortgagee until the date any such sums are repaid by Mortgagor to Mortgagee. Mortgagor will execute and deliver, promptly upon request, such instruments as Mortgagee may deem useful or necessary to permit Mortgagee to take any such action, and such additional notes and mortgages, as Mortgagee may require to secure all sums so advanced or paid by Mortgagee. Mortgagee may, at its option, at intervals of not less than one year, or more frequently if Mortgagee reasonably believes that a Hazardous Material or other environmental condition violates or threatens to violate any Environmental Requirement, cause an environmental audit of the Mortgaged Property or portions thereof to be conducted to confirm Mortgagor's compliance with the provisions of this paragraph, and Mortgagor shall cooperate in all reasonable ways with

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Mortgagee in connection with any such audit and shall pay all costs and expenses incurred in connection therewith.

10. Estoppel Certificates. Mortgagor, within ten (10) days after request by Mortgagee and at its expense, will furnish Mortgagee with a statement, duly acknowledged and certified, setting forth the amount of the Debt and the offsets or defenses thereto, if any.

11. Transfer or Encumbrance of the Mortgaged Property. No part of the Mortgaged Property nor any interest of any nature whatsoever therein nor any interest of any nature whatsoever in Mortgagor (whether partnership, stock, equity, beneficial, profit, loss or otherwise) shall in any manner be further encumbered, sold, transferred, assigned or conveyed, or permitted to be further encumbered, sold, transferred, assigned or conveyed without the prior consent of Mortgagee, which consent in any and all circumstances may be withheld in the sole and absolute discretion of Mortgagee. The provisions of the foregoing sentence of this paragraph shall apply to each and every such further encumbrance, sale, transfer, assignment or conveyance, regardless of whether or not Mortgagee has consented to, or waived by its action or inaction its rights hereunder with respect to, any such previous further encumbrance, sale, transfer, assignment or conveyance, and irrespective of whether such further encumbrance, sale, transfer, assignment or conveyance is voluntary, by reason of operation of law or is otherwise made. Mortgagor has entered into a certain management agreement of even date herewith (hereinafter referred to as the Management Agreement) with Bradford Realty Services of Illinois, Inc., a Delaware corporation, for the management and leasing of the Mortgaged Property, which Management Agreement shall not be amended, modified or terminated without the prior written consent of Mortgagee.

12. Notice. Any notice, request, demand, statement, authorization, approval or consent made hereunder shall be in writing and shall be hand delivered or sent by Federal Express, or other reputable courier service, or by postage pre-paid registered or certified mail, return receipt requested, and shall be deemed given (i) when received at the following addresses if hand delivered or sent by Federal Express, or other reputable courier service, and (ii) three (3) business days after being postmarked and addressed as follows if sent by registered or certified mail, return receipt requested:

If to Mortgagor:

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River Oaks Limited Partnership
c/o Bradford Companies
3030 Salt Creek Lane
Suite 100
Arlington Heights, Illinois 60005
Attention: J. Russell McWilliams, General Counsel

With a copy to:

Rudnick & Wolfe
203 North LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attention: James L. Beard

to Mortgagee:

Chemical Bank
Chemical Realty Group - 12th Floor
277 Park Avenue
New York, New York 10172
Attention: Thomas H. Kozlark

With a copy to:

Hopkins & Sutter
Three First National Plaza
Suite 4300
Chicago, Illinois 60602
Attention: Wayne F. Osoba

Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective.

13. Sale of Mortgaged Property. If this Mortgage is foreclosed, the Mortgaged Property, or any interest therein, may, at the discretion of Mortgage, be sold in one or more parcels or in several interests or portions and in any order or manner.

14. Changes in Laws Regarding Taxation. In the event of the passage after the date of this Mortgage of any law of the State of Illinois deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage, the Note or

the Debt, Mortgagor shall, if permitted by law, pay any tax imposed as a result of any such law within the statutory period or within fifteen (15) days after demand by Mortgagee, whichever is less, provided, however, that if, in the opinion of the attorneys for Mortgagee, Mortgagor is not permitted by law to pay such taxes, Mortgagee shall have the right, at its option, to declare the Debt due and payable on a date specified in a prior notice to Mortgagor of not less than thirty (30) days.

15. No Credits on Account of the Debt. Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Debt.

16. Offsets, Counterclaims and Defenses. Any assignee of this Mortgage and the Note shall take the same free and clear of all offsets, counterclaims or defenses of any nature whatsoever which Mortgagor may have against any assignor of this Mortgage and the Note, and no such offset, counterclaim or defense shall be interposed or asserted by Mortgagor in any action or proceeding brought by any such assignee upon this Mortgage or the Note and any such right to interpose or assert any such offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by Mortgagor.

17. Other Security for the Debt. Mortgagor shall observe and perform all of the terms, covenants and provisions contained in the Note and in all other mortgages and other instruments or documents evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby.

18. Documentary Stamps. If at any time the United States of America, any state thereof, or any governmental subdivision of any such state, shall require revenue or other stamps to be affixed to the Note or this Mortgage, Mortgagor will pay for the same, with interest and penalties thereon, if any.

19. Right of Entry. Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at all reasonable times.

20. Books and Records. Mortgagor will keep and maintain or will cause to be kept and maintained on a fiscal

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year basis in accordance with generally accepted accounting practices consistently applied proper and accurate books, records and accounts reflecting all of the financial affairs of Mortgagor and all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expense be realized by Mortgagor or by any other person whatsoever excepting lessees unrelated to and unaffiliated with Mortgagor who have leased from Mortgagor portions of the Mortgaged Property for the purpose of occupying the same. Mortgagee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of Mortgagor or other person maintaining such books, records and accounts and to make copies or extracts thereof as Mortgagee shall desire. Mortgagor shall deliver to Mortgagee annual and quarterly financial statements (hereinafter referred to as the Financial Statements) of Mortgagor, not later than sixty (60) days after the end of the year or fiscal year, if applicable (with respect to annual statements), and forty five (45) days after the end of each quarter (with respect to quarterly statements) of each year, which Financial Statements shall be prepared in accordance with generally accepted accounting principles consistently applied, and otherwise be satisfactory in form, content and detail satisfactory to Mortgagee. Each Financial Statement shall be certified by an authorized financial officer of Mortgagor as presenting fairly the financial condition of Mortgagor as of the date such statement was prepared and the results of Mortgagor's operations for the period covered by such Financial Statement. The annual Financial Statements shall be audited by an independent public accounting firm acceptable to Mortgagee. Mortgagor shall also provide Mortgagee with monthly financial reports with respect to the operation of the Mortgaged Property (hereinafter referred to as the Financial Reports). Such Financial Reports shall: (i) be satisfactory in form, content and detail to Mortgagee; (ii) be certified by an authorized financial officer of Mortgagor as presenting fairly the Mortgaged Property's financial condition in all material respects as of the date such statement was made and the results of the Mortgaged Property's operations for the period covered by such Financial Report; (iii) include a profit and loss statement showing the results of the operation of the Mortgaged Property for such month, together with the results of operations from January 1 of such year through the end of such month; (iv) include a statement of operations, balance sheet, cash transactions statement and such supporting evidence as Mortgagee may reasonably require; and (v) include a rent roll and leasing status report for the Mortgaged Property. Such monthly statements shall be delivered to Mortgagee not later

than the last day of the month following the month to which they pertain. All such statements shall be derived from the books and records for the Mortgaged Property maintained on a regular basis by Mortgagor. Within sixty (60) days after the end of each fiscal year of Mortgagor, Mortgagor shall furnish to Mortgagee a certificate signed by a duly authorized representative of Mortgagor certifying on the date thereof either that there does or does not exist an event which constitutes, or which upon notice or lapse of time or both would constitute, a default or an event of default under the Note or this Mortgage and if such default or event of default exists, the nature thereof and the period of time it has existed. Mortgagor shall furnish to Mortgagee, within ten (10) days after request, such further detailed information covering the operation of the Mortgaged Property and the financial affairs of Mortgagor and any affiliate of Mortgagor as may be requested by Mortgagee.

21. Performance of Other Agreements. Mortgagor shall observe and perform each and every term to be observed or performed by Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property, including without limitation, the Senior Mortgage and the Management Agreement.

22. Events of Default. The Debt shall become due at the option of Mortgagee upon the occurrence of any one or more of the following events (herein collectively referred to as Events of Default):

(a) if any portion of the Debt is not paid within five (5) days after notice by Mortgagee to Mortgagor that the same is past due;

(b) if Mortgagor shall fail to pay within twenty (20) days of notice and demand by Mortgagee, any installment of any assessment against the Mortgaged Property for local improvements heretofore or hereafter laid, which assessment is or may become payable in annual or periodic installments and is or may become a lien on the Mortgaged Property, notwithstanding the fact that such installment may not be due and payable at the time of such notice and demand;

(c) if any Federal tax lien is filed against Mortgagor, or the Mortgaged Property and the same is not discharged of record within thirty (30) days after the same is filed;

(d) if without the consent of Mortgagee (which consent in any and all circumstances may be withheld in the

sole and absolute discretion of Mortgagee) any part of the Mortgaged Property or any interest of any nature whatsoever therein or any interest of any nature whatsoever in Mortgagor (whether partnership, stock, equity, beneficial, profit, loss or otherwise) is in any manner further encumbered, sold, transferred, assigned or conveyed, and irrespective of whether any such further encumbrance, sale, transfer, assignment or conveyance is voluntary, by reason or operation of law or is otherwise made;

(e) if without the consent of Mortgagee any Improvement or the Equipment (except for normal replacement of the Equipment) is removed, demolished or materially altered, or if the Mortgaged Property is not kept in good condition and repair;

(f) if the Policies are not kept in full force and effect, or if the Policies are not delivered to Mortgagee upon request;

(g) if without the consent of Mortgagee any Leases are made, cancelled or modified or if any portion of the Rents is paid for a period of more than one (1) month in advance or if any of the Rents are further assigned;

(h) if any representation or warranty of Mortgagor, or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note or this Mortgage, shall prove false or misleading in any material respect;

(i) if Mortgagor shall make an assignment for the benefit of creditors;

(j) if a court of competent jurisdiction enters a decree or order for relief with respect to Mortgagor under Title 11 of the United States Code as now constituted or hereafter amended or under any other applicable Federal or state bankruptcy law or other similar law, or if such court enters a decree or order appointing a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of Mortgagor, or of any substantial part of their respective properties, or if such court decrees or orders the winding up or liquidation of the affairs of Mortgagor;

(k) if Mortgagor files a petition or answer or consent seeking relief under Title 11 of the United States Code as now constituted or hereafter amended, or under any other applicable Federal or state bankruptcy law or other similar law, or if Mortgagor consents to the institution of

proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Mortgagor, or of any substantial part of Mortgagor's properties, or if Mortgagor fails generally to pay its debts as such debts become due, or if Mortgagor takes any action in furtherance of any action described in this subparagraph;

(l) if Mortgagor or other person shall be in default under the Note or under any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt, in whole or in part, or otherwise executed and delivered in connection with the Note, this Mortgage or the loan evidenced and secured thereby;

(m) if Mortgagor or other person shall be in default under any mortgage or deed of trust covering any part of the Mortgaged Property whether superior or inferior in lien to this Mortgage, and including, without limitation, the Senior Mortgage or any other such mortgage or deed of trust now or hereafter held by Mortgagee;

(n) if the Mortgaged Property shall become subject (i) to any tax lien, other than a lien for local real estate taxes and assessments not due and payable, or (ii) to any lis pendens, notice of pendency, stop order, notice of intention to file mechanic's or materialmen's lien, mechanic's or materialmen's lien or other lien of any nature whatsoever and the same shall not either be discharged of record or in the alternative insured over to the satisfaction of Mortgagee by the title company insuring the lien of this Mortgage within a period of thirty (30) days after the same is filed or recorded, and irrespective of whether the same is superior or subordinate in lien or other priority to the lien of this Mortgage, and irrespective of whether the same constitutes a perfected or inchoate lien or encumbrance on the Mortgaged Property or is only a matter of record or notice;

(o) if Mortgagor shall continue to be in default under any of the other terms, covenants or conditions of this Mortgage for five (5) days after notice from Mortgagee in the case of any default which can be cured by the payment of a sum of money or for twenty (20) days after notice from Mortgagee in the case of any other default, provided that if such default cannot reasonably be cured within such twenty (20) day period and Mortgagor shall have commenced to cure such default within such twenty (20) day period and thereafter diligently and expeditiously proceeds

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to cure the same, such twenty (20) day period shall be extended for so long as it shall require Mortgagor in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of sixty (60) days;

(p) if Mortgagor shall (i) fail to comply, or shall fail to cause all tenants or other occupants of the Mortgaged Property to comply, in all respects, with all Environmental Requirements, or (ii) generate, store, handle, process, dispose of or otherwise use, or permit any tenant or other occupant of the Mortgaged Property to generate, store, handle, process, dispose of or otherwise use, Hazardous Materials at, in, on, under or about the Mortgaged Property in a manner that could lead or potentially lead to the imposition on Mortgagor, Mortgagee or the Mortgaged Property of any liability or lien of any nature whatsoever under any Environmental Requirement; or (iii) fail to notify Mortgagee promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Mortgaged Property which is required to be reported to a Governmental Authority under any Environmental Requirement, or fail to promptly forward to Mortgagee copies of any notices received by Mortgagor relating to alleged violations of any Environmental Requirement or fail to promptly pay when due any fine or assessment against Mortgagee, Mortgagor or the Mortgaged Property relating to any Environmental Requirement; or (iv) fail, at any time after it is determined that the operation or use of the Mortgaged Property violates any applicable Environmental Requirement or that there are Hazardous Materials located at, in, on, under or about the Mortgaged Property which, under any Environmental Requirement, require special handling in collection, storage, treatment or disposal, or any other form of cleanup or corrective action, within thirty (30) days after receipt of notice thereof from any Governmental Authority or from Mortgagee, to take, at its sole cost and expense, such actions as may be necessary to fully comply in all respects with all Environmental Requirements (provided, however, that if such compliance cannot reasonably be completed within such thirty (30) day period, Mortgagor shall not be in default hereunder if Mortgagor shall commence such necessary action within such thirty (30) day period and shall thereafter diligently and expeditiously proceed to fully comply in all respects and in a timely fashion with all Environmental Requirements); or

(q) if a lien is filed against the Mortgaged Property by any Governmental Authority resulting from the need to

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expend or the actual expending of monies arising from an action or omission, whether intentional or unintentional, of Mortgagor or for which Mortgagor is responsible, resulting in the releasing, spilling, leaking, leaching, pumping, emitting, pouring, emptying or dumping of any Hazardous Material into the waters or onto land located within or without the state where the Mortgaged Property is located, and Mortgagor fails, within thirty (30) days from the date that Mortgagor is first given notice that such lien has been placed against the Mortgaged Property (or within such shorter period of time as may be specified by Mortgagee if such Governmental Authority has commenced steps to cause the Mortgaged Property to be sold pursuant to such lien) to either (a) pay the claim and remove the lien, or (b) furnish a cash deposit, bond, or such other security with respect thereof as is satisfactory in all respects to Mortgagee and is sufficient to effect a complete discharge of such lien on the Mortgaged Property.

23. Right to Cure Defaults. If default in the performance of any of the covenants of Mortgagor herein occurs, Mortgagee may, at its discretion, remedy the same and for such purpose shall have the right to enter upon the Mortgaged Property or any portion thereof without thereby becoming liable to Mortgagor or any person in possession thereof holding under Mortgagor. If Mortgagee shall remedy such a default or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, the costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this paragraph, shall be paid by Mortgagor to Mortgagee upon demand. All such costs and expenses incurred by Mortgagee in remedying such default or in appearing in, defending, or bringing any such action or proceeding shall be paid by Mortgagor to Mortgagee upon demand, with interest (calculated for the actual number of days elapsed on the basis of a 360-day year) at a rate per annum equal to the greater on a daily basis of (i) 20%, or (ii) 5% plus the Prime Rate (herein referred to as the Default Rate), provided, however, that the Default Rate shall in no event exceed the maximum interest rate which Mortgagor may by law pay, for the period after notice from Mortgagee that such costs or expenses were incurred to the date of payment to Mortgagee. The term "Prime Rate" shall mean such rate of interest as is publicly announced by Mortgagee at its principal office from time to time as its prime rate. To the extent any of the aforementioned costs or expenses paid by Mortgagee after default by Mortgagor shall constitute payment of (i) taxes, charges or assessments which may be imposed by law upon the Mortgaged Property, (ii) premiums on insurance policies

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covering the Mortgaged Property, (iii) expenses incurred in upholding the lien of this Mortgage, including, but not limited to, the costs and expenses of any litigation to collect the indebtedness secured by this Mortgage or to prosecute, defend, protect or preserve the rights and the lien created by this Mortgage, to protect or preserve the Mortgaged Property or the interest of Mortgagee in the Mortgaged Property under this Mortgage, or (iv) any amount, cost or charge to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; then, and in each such event, such costs, expenses and amounts, together with interest thereon at the Default Rate, shall be added to the indebtedness secured by this Mortgage and shall be secured by this Mortgage. Notwithstanding anything to the contrary contained in this Mortgage, the maximum amount of the principal indebtedness secured by this Mortgage at execution or which under any contingency may become secured by this Mortgage is One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000), plus all amounts expended by Mortgagee after default by Mortgagor, as hereinabove set forth in this paragraph, or as otherwise set forth in this Mortgage.

24. Appointment of Receiver. Mortgagee, in any action to foreclose this Mortgage or upon the actual or threatened waste to any part of the Mortgaged Property or upon the occurrence of any default hereunder, shall be at liberty, without notice, to apply for the appointment of a receiver of the Rents, and shall be entitled to the appointment of such receiver as a matter of right, without regard to the value of the Mortgaged Property as security for the Debt, or the solvency or insolvency of any person then liable for the payment of the Debt. Mortgagee may be appointed as such receiver. Such receiver shall have the power, in accordance with law: (a) to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing Leases and to make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Debt hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are

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subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from any judgment or decree of foreclosure, satisfaction of the Debt, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part to: (x) the Debt or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to any foreclosure sale; and (y) the deficiency in case of a sale and deficiency.

2. Non-Waiver. The failure of Mortgagee to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligation to pay the Debt at the time and in the manner provided for its payment in the Note and this Mortgage by reason of (i) failure of Mortgagee to comply with any request of Mortgagor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt of any portion thereof, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Debt, or (iii) any agreement or stipulation between Mortgagee and any subsequent owner or owners of the Mortgaged Property or other person extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Mortgage or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt or any portion thereof, without first having obtained the consent of Mortgagor, and in the latter event, Mortgagor shall continue to be obligated to pay the Debt at the time and in the manner provided in the Note and this Mortgage, as so extended, modified and supplemented, unless expressly released and discharged from such obligation by Mortgagee in writing. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, Mortgagee may release any person at any time liable for the payment of the Debt or any portion thereof or any part of the security held for the Debt and may extend the time of payment or otherwise modify the terms of the Note or this Mortgage, including, without limitation, a modification of the interest rate payable on the principal balance of the Note, without in any manner impairing or affecting this Mortgage or the lien thereof or the priority

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of this Mortgage, as so extended and modified, as security for the Debt over any such subordinate lien, encumbrance, right, title or interest. Mortgagee may resort for the payment of the Debt to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

26. Liability. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

27. Construction. This Mortgage shall be construed, interpreted and governed by the laws of the State of New York (without giving effect to New York choice of law principles); provided, however, the laws of the State of Illinois shall apply to the perfection and enforcement of the liens, security interests and encumbrances granted or created by this Mortgage on real or personal property located in (or in the case of intangible personal property having a situs in) the State of Illinois and the management, operation, disposition and realization of the liens and security provided thereby.

28. Security Agreement. This Mortgage constitutes both a real property mortgage and a "security agreement", within the meaning of the Uniform Commercial Code, and the Mortgaged Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor by executing and delivering this Mortgage has granted to Mortgagee, as security for the Debt, a security interest in the Equipment. If Mortgagor shall default under the Note or this Mortgage, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Equipment or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Equipment. Upon request or demand of Mortgagee, Mortgagor

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shall at its expense assemble the Equipment and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interests in the Equipment and in enforcing its rights hereunder with respect to the Equipment. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Equipment sent to Mortgagor in accordance with the provisions of this Mortgage at least seven (7) days prior to the date of any such sale, disposition or other action, shall constitute reasonable notice to Mortgagor, and the method of sale or disposition or other intended action set forth or specified in such notice shall conclusively be deemed to be commercially reasonable within the meaning of the Uniform Commercial Code unless objected to in writing by Mortgagor within five (5) days after receipt by Mortgagor of such notice. The proceeds of any sale or disposition of the Equipment, or any part thereof, may be applied by Mortgagee to the payment of the Debt in such order, priority and proportions as Mortgagee in its discretion shall deem proper.

29. Further Acts, etc. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby mortgaged or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage and, on demand, will execute and deliver and hereby authorizes Mortgagee to execute in the name of Mortgagor to the extent Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Mortgaged Property.

30. Headings, etc. The headings, titles and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

31. Filing of Mortgage, etc. Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and

any security instrument creating a lien or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect, preserve and perfect the lien hereof upon, and the interest of Mortgagee in, the Mortgaged Property. Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the preparation, execution and acknowledgement of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property, and any instrument of further assurance, and all Federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental thereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance. Mortgagor shall hold harmless and indemnify Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

32. Usury Laws. This Mortgage and the Note are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the principal balance due under the Note at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which Mortgagor is permitted by law to contract or agree to pay. If by the terms of this Mortgage or the Note Mortgagor is at any time required or obligated to pay interest on the principal balance due under the Note at a rate in excess of such maximum rate, the rate of interest under the Note shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

33. Sole Discretion of Mortgagee. Except as may otherwise be expressly provided to the contrary, wherever pursuant to the Note, this Mortgage or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise with respect to the loan secured hereby, Mortgagee exercises any right given to it to consent or not consent, or to approve or disapprove, or any arrangement or term is to be satisfactory to Mortgagee, the decision of Mortgagee to consent or not consent, or to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory, shall be in the sole and

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absolute discretion of Mortgagee and shall be final and conclusive.

34. Reasonableness. If at any time Mortgagor believes that Mortgagee has not acted reasonably in granting or withholding any approval or consent under the Note, this Mortgage, or any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise with respect to the loan secured hereby, as to which approval or consent either Mortgagee has expressly agreed to act reasonably, or absent such agreement, a court of law having jurisdiction over the subject matter would require Mortgagee to act reasonably, then Mortgagor's sole remedy shall be to seek injunctive relief or specific performance and no action for monetary damages or punitive damages shall in any event or under any circumstance be maintained by Mortgagor against Mortgagee.

35. Recovery of Sums Required to Be Paid. Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

36. Authority. Mortgagor (and the undersigned representative of Mortgagor, if any) has full power, authority and legal right to execute this Mortgage, and to mortgage, warrant, give, grant, bargain, sell, alien, enfeoff, convey, confirm and assign the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed.

37. Actions and Proceedings. Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its discretion, feels should be brought to protect its interest in the Mortgaged Property.

38. Inapplicable Provisions. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

39. Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such

duplicate original shall be deemed to constitute but one and the same instrument.

40. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean each Mortgagor and any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein; the word "Mortgagee" shall mean Mortgagee or any subsequent holder of the Note; the word "Note" shall mean the Note or any other evidence of indebtedness secured by this Mortgage; the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity; the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein; the word "Debt" shall mean all sums secured by this Mortgage; and the word default shall mean the occurrence of any default by Mortgagor or other person in the observance or performance of any of the terms, covenants or provisions of the Note or this Mortgage on the part of Mortgagor or such other person to be observed or performed without regard to whether such default constitutes or would constitute upon notice or lapse of time, or both, an Event of Default under this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

41. Waiver of Notice. Mortgagor shall not be entitled to any notice of any nature whatsoever from Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

42. No Oral Change. This Mortgage may only be modified, amended or changed by an agreement in writing signed by Mortgagor and Mortgagee, and may only be released, discharged or satisfied of record by an agreement in writing signed by Mortgagee. No waiver of any term, covenant or provision of this Mortgage shall be effective unless given in writing by Mortgagee and if so given by Mortgagee shall only be effective in the specific instance in which given. Mortgagor acknowledges that the Note, this Mortgage and the other document and instruments executed and delivered in connection therewith or otherwise in connection with the loan secured

hereby set forth the entire agreement and understanding of Mortgagor and Mortgagee with respect to the loan secured hereby and that no oral or other agreements, understanding, representation or warranties exist with respect to the loan secured hereby other than those set forth in the Note, this Mortgage and such other executed and delivered documents and instruments.

43. Absolute and Unconditional Obligation. Mortgagor acknowledges that Mortgagor's obligation to pay the Debt in accordance with the provision of the Note and this Mortgage is and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note or this Mortgage or the obligation of Mortgagor thereunder to pay the Debt or the obligations of any other person relating to the Note or this Mortgage or the obligations of Mortgagor under the Note or this Mortgage or otherwise with respect to the loan secured hereby, and Mortgagor absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligation of Mortgagor to pay the Debt in accordance with the provisions of the Note and this Mortgage or the obligations of any other person relating to the Note or this Mortgage or obligations of Mortgagor under the Note or this Mortgage or otherwise with respect to the loan secured hereby, or in any action or proceeding brought by Mortgagee to collect the Debt, or any portion thereof, or to enforce, foreclose and realize upon the lien and security interest created by this Mortgage or any other document or instrument securing repayment of the Debt, in whole or in part.

44. Non-Residential Property. This Mortgage does not cover real property principally improved by one or more structures containing in the aggregate six (6) or less residential dwelling units having their own separate cooking facilities.

45. Waiver of Trial by Jury. Mortgagor hereby irrevocably and unconditionally waives any and all rights to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to the Note, this Mortgage, any other document or instrument now or hereafter executed and delivered in connection therewith or the loan secured by this Mortgage.

46. Waiver of Statutory Rights. Mortgagor shall not and will not apply for or avail itself of any appraisalment,

valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws to the full extent that Mortgagor may do so under applicable law. Mortgagor hereby further releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien of this Mortgage and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives for itself and all who may claim through or under it, and to the full extent Mortgagor may do so under applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or granted under any statute now existing or hereafter enacted. The foregoing waiver of the right of redemption is made pursuant to Ill. Rev. Stat. Ch. 110, § 15-1601(b).

47. Relationship. The relationship of Mortgagee to Mortgagor hereunder is strictly and solely that of lender and borrower and nothing contained in the Note, this Mortgage or any of the Junior Loan Documents or Senior Loan Documents, as those terms are defined in the Note, or in any other document or instrument now or hereafter executed and delivered in connection therewith or otherwise in connection with the loan secured hereby including, without limitation, the calculation of any interest based on cash flow or the fair market value of the Mortgaged Property, is intended to create, or shall in any event or under any circumstances be construed as creating, a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than as lender and borrower. Mortgagor acknowledges that Mortgagor is responsible for the day to day management and operation of the Property, and the formulation of policy for the Mortgaged Property, and that Mortgagee's consultation and approval rights with respect to certain matters are intended to preserve the value of Mortgagee's security for the Debt and are not intended to provide Mortgagee with control over the day to day management of the Mortgaged Property. In no event shall Mortgagee share in any losses generated by Mortgaged Property

48. Exculpation. Notwithstanding anything to the contrary contained in the Loan Documents (as hereinafter defined), the liability and obligation of Mortgagor to perform and observe and make good the obligations contained in the Loan Documents and to pay the Debt in accordance with the provisions

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of the Note and this Mortgage shall not be enforced by any action or proceeding wherein damages or any money judgment or any deficiency judgment or any judgment establishing any personal obligation or liability shall be sought, collected or otherwise obtained against Mortgagor or against any past, present or future partner, officer, director or shareholder of Mortgagor, and Mortgagee for itself and its successors and assigns irrevocably waives any and all right to sue for, seek or demand any such damages, money judgment, deficiency judgment or personal judgment against Mortgagor or against any past, present or future partner, officer, director or shareholder of Mortgagor under or by reason of or in connection with the Loan Documents and agrees to look solely to the security and collateral held under or in connection with the Loan Documents for the enforcement of such liability and obligation of Mortgagor. Nothing contained in this paragraph shall be construed (i) as preventing Mortgagee from naming Mortgagor or any past, present or future partner, officer, director, or shareholder of Mortgagor in any action or proceeding brought by Mortgagee to enforce and to realize upon the security and collateral provided under or in connection with the Loan Documents so long as no judgment, order, decree or other relief in the nature of a personal or deficiency judgment or otherwise establishing any personal obligation shall be asked for, taken, entered or enforced against Mortgagor or against any past, present or future partner, officer, director or shareholder of Mortgagor, in any such action or proceeding, or (ii) as modifying, qualifying or affecting in any manner whatsoever the lien and security interests created by this Mortgage and the other Loan Documents or the enforcement thereof by Mortgagee, or (iii) as modifying, qualifying or affecting in any manner whatsoever the personal recourse liability of Mortgagor or any past, present or future partner, officer, director or shareholder of Mortgagor or any other person, party or entity for (a) fraud, willful misrepresentation or wrongful misappropriation or wrongful divergence of insurance proceeds, condemnation proceeds, or any contingent interest or additional contingent interest due under the Note or (b) the intentional misappropriation of Rents, or the wrongful misappropriation (for the account of Mortgagor, or any parent, subsidiary, affiliate or other related entity of Mortgagor) of Rents. The term "Loan Documents" as used in this paragraph shall collectively be deemed to refer to the Note, this Mortgage and all other documents and instruments now or 91202790 hereinafter executed and delivered in connection therewith or otherwise in connection with the loan secured by this Mortgage.

49. Foreclosure; Expense of Litigation. When either (i) the Debt secured hereby or any part thereof shall become due, whether by lapse of time or otherwise, or (ii) an Event of

Default shall have occurred (whether listed in Paragraph 22 hereof or described elsewhere in this Mortgage), Mortgagee shall have the right to accelerate the maturity of all of the Debt and to foreclose the lien hereof by judicial action. In any suit to foreclose the lien hereof or in any other action to enforce any other remedy of Mortgagee under this Mortgage or with respect to any of the other Debt, there shall be allowed and included as additional indebtedness in the decree for sale, judgment of foreclosure or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees and expenses, paralegals' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this Paragraph 49 mentioned and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including but not limited to the fees and expenses of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Debt or the Mortgaged Property, including bankruptcy proceedings, or in the preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage. Upon any sale under or by virtue of this Paragraph 49 or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of Mortgagor secured by this Mortgage the sale price, after deducting therefrom the expenses of the sale and the cost of the action and any other sums which Mortgagor is required to pay or that Mortgagee is authorized to deduct under this Mortgage.

50. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order or priority: first, on account of all costs and expenses incident to the foreclosure proceedings (or sale, as the case may be), including all such items as are mentioned in Paragraph 49 hereof; second, to the repayment of the Debt and all other items which under the terms thereof constitute secured

indebtedness additional to that provided; and third, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

51. Business Loan Recital/Statutory Exemptions.

(a) Mortgagor acknowledges and agrees that (i) the proceeds of the Loan will be used in conformance with subparagraph (1)(1) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (Ill. Rev. Stat. 1987 ed., ch. 17, § 6404(1)(1)); (ii) that the Debt secured hereby constitutes a business loan which comes within the purview of said Section 4; and (iii) that the Debt is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. § 1601, et seq.

(b) Mortgagor acknowledges and agrees that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Ill. Rev. Stat. 1987 ed. ch. 110, § 15-1201), or residential real estate (as defined in Ill. Rev. Stat. 1987 ed. ch. 110, § 15-1219).

52. Mortgagee's Rights of Possession in Case of Default. In any case in which under the provisions of this Mortgage, Mortgagee has a right to foreclose the lien hereof, Mortgagor shall, forthwith, upon demand by Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof personally or by its agent or attorneys. In such event, Mortgagee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers, and accruals of Mortgagor or the then owner of the Premises relating thereto and may exclude Mortgagor, its agents or servants wholly therefrom and may, as attorney in fact, as agent for Mortgagor or in its own name as Mortgagee, and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for Rent, and with full power:

(a) to cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

(b) to elect to disaffirm any Lease or sublease which is then subordinate to the lien hereof;

(c) to extend or modify any then existing Leases and to make new Leases, which extensions, modification and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the maturity date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, satisfaction of the Debt, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser;

(d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious;

(e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and

(f) to receive all of such avails, rents, issues and profits; Mortgagor hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor. Mortgagor shall be deemed to have constituted and appointed Mortgagee its true and lawful attorney-in-fact with full power of substitution either in the name of Mortgagee or in the name of Mortgagor, to exercise any of the powers granted to Mortgagee pursuant to this Paragraph 52 and of and from any and all claims and demand whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements of Mortgagor.

53. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Mortgagee in connection with the indebtedness to be secured

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hereby and which are to be reimbursed by Mortgagor under the terms of this Mortgage, including, without limitation, amounts expended by Mortgagee under Paragraph 23 hereof; provided, however, that in no event shall the total amount of loan proceeds disbursed plus such additional amounts exceed 300% of the original principal amount of the Note.

54. Future Advances. This Mortgage also secures all future advances made or to be made under the Note which future advances shall have the same priority as if all such future advances were made on the date of execution hereof, provided, however, that in no event shall such future advances exceed 200% of the original principal amount of the Note. Nothing in this Paragraph 54 or in any other provision of this Mortgage shall be deemed either (a) an obligation on the part of Mortgagee to make any future advances other than in accordance with the terms and provisions of the Note, or (b) an agreement on the part of Mortgagee to increase the amount of the Loan to any amount in excess of \$1,150,000.00.

55. Time is of the Essence. Time is of the essence with respect to this Mortgage and each of the provisions hereof.

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

RIVER OAKS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: SP Group, Inc., an Illinois
corporation, general partner

By: [Signature]
Its: [Signature]

Attest: [Signature]
Its: Secretary

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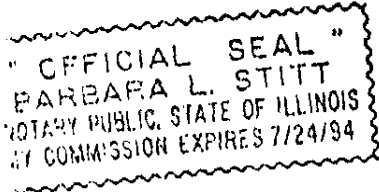
STATE OF Illinois)
COUNTY OF Cook) SS

I, BARBARA L. STITT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert D. Shattuck President of SP Group, Inc., an Illinois corporation, and J. Russell McWilliams Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said Corporation, as general partner of River Oaks Limited Partnership, an Illinois limited partnership, as their own free and voluntary act and as the free and voluntary act of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of April, 1992

Barbara L. Stitt
NOTARY PUBLIC

My Commission Expires:



Cook County Clerk's Office

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EXHIBIT A 1 2 3 4 5 6 7 8 9 0
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LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1: That part of the South Half of the Southwest Fractional Quarter of Section 13, Township 36 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the centerline extended North of Park Avenue, as dedicated by Document No. 24296287, and the North right-of-way line of 159th Street, as taken by Document No. 25546786, said point being 374.22 feet West of the Westerly line of that certain parcel of land conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, by Warranty Deed recorded May 12, 1949 as Document No. 14551280, as measured along said Northerly right-of-way line; thence North 88 degrees 05 minutes 27 seconds West 447.53 feet, thence due West 65.94 feet, all along said Northerly right-of-way line to the East line of the land conveyed to the Cook County Forest Preserve District by Deed recorded December 10, 1982 as Document No. 26436805, thence North 6 degrees 02 minutes 37 seconds East, along the aforesaid line, 991.13 feet to the Westerly line of that parcel of land conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company; thence South 37 degrees 54 minutes 20 seconds East 324.51 feet along last said right-of-way line; thence due South 277.23 feet; thence due East 170.23 feet; thence South 37 degrees 54 minutes 20 seconds East 235 feet; thence South 52 degrees 05 minutes 40 seconds West 133.20 feet; thence due South 200 feet to the Place of Beginning, in Cook County, Illinois.

PARCEL 2: That part of the South Half of the Southwest Fractional Quarter of Section 13, Township 36 North, Range 14 East of the Third Principal Meridian, described as follows: That part of the South Half of the Southwest Fractional Quarter of Section 13, Township 36 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the Westerly line of that certain parcel of land conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, by Warranty Deed recorded May 12, 1949 as Document 14551280 and the North right-of-way line of 159th Street, as taken by Document 25546786; thence due West 221.42 feet; thence North 88 degrees 05 minutes 27 seconds West 152.80 feet, all along last said North right-of-way line, to a point (said point being at the intersection with the centerline extended North of Park Avenue, as dedicated by Document 24296287); thence due North 200 feet; thence North 52 degrees 05 minutes 40 seconds East 133.20 feet; thence North 37 degrees 54 minutes 20 seconds West 235 feet; thence due West 170.23 feet; thence due North 277.23 feet to the Westerly line of that parcel of land conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company; thence South 37 degrees 54 minutes 20 seconds East 950 feet along last said right-of-way line to the place of beginning;

Excepting therefrom the following:

That part of the South Half of the Southwest Fractional Quarter of Section 13, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the Westerly line of that certain parcel of land conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, by Warranty Deed recorded May 12, 1949 as Document 14551280 and the North right-of-way line of 159th Street as taken by Document 25546786; thence due West 221.42 feet; thence North 88 degrees 05 minutes 27 seconds West 152.80 feet, all along last said North right-of-way line, to a point (said point being at the intersection with the centerline extended North of Park Avenue, as dedicated by Document 24296287); thence due North 200 feet; thence North 52 degrees 05 minutes 40 seconds East 133.20 feet; thence North 37 degrees 54 minutes 20 seconds West 235 feet; thence due East 45.53 feet to the Westerly line of that parcel of land conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company; thence South 37 degrees 54 minutes 20 seconds East 198.64 feet along said last right-of-way line to the Place of Beginning, all in Cook County, Illinois.

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PARCEL 3: Non-exclusive reciprocal perpetual easement for the benefit of Parcel 1 for ingress, and egress of motor vehicles and use of storm detention pond as created by Easement Agreement dated August 3, 1984 and recorded August 6, 1984 as Document No. 27202528 as well as a non-exclusive perpetual easement for parking purposes as created by First Amendment to Easement Agreement dated May 29, 1985 and recorded July 17, 1985 as Document No. 85105011 on, over and

across all parking spaces, entrances, exits, driveways and rights of way from time to time located on the following described property:

That part of the South Half of the Southwest Fractional Quarter of Section 13, Township 36 North, Range 14 East of the Third Principal Meridian described as follows:

Beginning at the intersection of the Westerly line of that certain parcel of land conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company, by Warranty Deed recorded May 12, 1949 as Document 14551280 and the North right-of-way line of 159th Street as taken by Document 25546786; thence due West 221.42 feet; thence North 88 degrees 05 minutes 27 seconds West 152.80 feet, all along last said North right-of-way line, to a point (said point being at the intersection with the centerline extended North of Park Avenue, as dedicated by Document 24296287); thence due North 200 feet; thence North 52 degrees 05 minutes 40 seconds East 133.20 feet; thence North 37 degrees 54 minutes 20 seconds West 235 feet; thence due East 45.63 feet to the Westerly line of that parcel of land conveyed to the Pittsburgh, Cincinnati, Chicago and St. Louis Railroad Company; thence South 37 degrees 54 minutes 20 seconds East 598.64 feet along said last right-of-way line to the Place of Beginning, all in Cook County, Illinois.

PARCEL #: Perpetual easement for the benefit of Parcel 1 for the purpose of creating a flood control system (as more fully set forth as document creating said easement) as created by grant of easement dated November 3, 1982 and recorded December 13, 1982 as Document No. 26437720 by and between the Cook County Forest Preserve District and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 21, 1964 and known as Trust Number 21073 and LaSalle National Bank as Trustee under Trust Agreement dated December 1, 1980 and known as Trust Number 103449.

COMMONLY KNOWN AS: River Oaks West Shopping Center
located on the north side of 159th Street
at Park Avenue in Calumet City, Illinois

P.I.N.: 29-13-302-023 (as to Parcel 1)
29-13-302-022 (as to Parcel 2)

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