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MORTGAGE

THIS MORTGAGE, made this 19th day of April, nineteen hundred and ninety one BETWEEN Benderson Development Company, Inc. (herein referred to as the "Mortgagor"), and Manufacturers and Traders Trust Company, One M & T Plaza, Buffalo, New York 14240 (herein referred to as the "Mortgagee"),

WITNESSETH, to secure the payment of Twenty Million Dollars (\$20,000,000.00) of an indebtedness to be paid according to a certain note in the original principal amount of \$20,000,000 made and delivered by Benderson Development Company, Inc. (the "Maker") to the Mortgagee, bearing even date herewith and all renewals, extensions, modifications and substitutions thereof (collectively, the "Note") together with interest thereon and the performance of all obligations of the Mortgagor to the Mortgagee hereunder (collectively, with the Note, the "Indebtedness"), and in consideration for the Maker's having advanced funds to the Mortgagor, the Mortgagor hereby mortgages to the Mortgagee, and grants to the Mortgagee a security interest in, the premises described on the attached Schedule A,

TOGETHER, with all buildings, structures and other improvements now or hereafter erected, constructed or situated upon said premises, and all fixtures and personal property now or hereafter affixed to, or used solely in connection with, said premises, and any and all replacements thereof and additions thereto, all of which shall be deemed to be and remain and form a part of said premises and are covered by the lien of this Mortgage (said premises, buildings, structures, other improvements, fixtures and personal property being collectively herein referred to as the "Premises"),

TOGETHER, with all strips and gores of land adjoining **\$18.00** abutting the Premises,

TOGETHER, with all right, title and interest of the Mortgagor in and to all streets, alleys, highways, waterways and public places open or proposed in front of, running through or adjoining the Premises, and all easements and rights of way, public and private, now or hereafter used in connection with the Premises,

TOGETHER with all tenements, hereditaments and appurtenances and all the estate and rights of the Mortgagor in and to the Premises,

TOGETHER with all awards heretofore or hereafter made by any federal, state, county, municipal or other governmental authority, or by whomsoever made in any condemnation or eminent domain proceedings whatsoever, to the present or subsequent owners of the Premises or any portion thereof, for the acquisition for public purposes of the Premises or any portion thereof or any interest therein or any use thereof, or for consequential damages on account thereof, including, but not limited to, any award for any change of grade of streets affecting the Premises or any portion thereof and any award for any damage to the Premises or any portion thereof or any interest therein or any use thereof.

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NOTWITHSTANDING the foregoing, the Mortgagee agrees to release this Mortgage upon its receipt of the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to be applied toward the principal due pursuant to the Note, provided (i) no Event of Default under the Note shall have occurred and be continuing and (ii) the other conditions precedent to the release of this Mortgage, as specified in the Note, shall have been satisfied.

AND the Mortgagor further covenants with the Mortgagee as follows:

1. The Mortgagor will pay, or cause the Maker to pay, the Indebtedness as hereinbefore provided.

2. The Mortgagor will keep the improvements on the Premises insured against loss by fire for the benefit of the Mortgagee; that the Mortgagor will assign and deliver certificates of insurance evidencing the policies providing such insurance to the Mortgagee; and that the Mortgagor will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Mortgagor's default in so insuring the improvements or in so assigning and delivering the policies.

3. No improvement on the Premises shall be removed or demolished without the consent of the Mortgagee.

4. The Mortgagor agrees to comply with the terms, covenants and conditions contained in Sections 5b, 5e, 6b and 6d of the Note as if the Mortgagor were an original signatory to the Note and all such terms, covenants and conditions of the Note are deemed incorporated herein by reference with the same force and effect as if set forth in full herein. Any Event of Default under the Note shall be deemed to be a default hereunder permitting the Mortgagee, at its option, to declare that the entire amount of the Indebtedness is immediately due and owing. Upon acceleration of the Indebtedness, the Mortgagee may, at its election, either sue on the Note or commence an action to foreclose the lien of this Mortgage. In addition, the Mortgagee may avail itself of any other remedy available to it under applicable law. In addition to the foregoing, the Mortgagee shall be entitled to accelerate the Indebtedness and avail itself of any of the various remedies available to it in the event the Mortgagor sells, assigns, mortgages, encumbers or conveys the Premises or any portion thereof or any interest therein, either directly or indirectly by virtue of a sale or encumbrance of any ownership interest in the Mortgagor, other than as permitted by the Note.

5. In any action to foreclose the Mortgage, the Mortgagee shall be entitled to the appointment of a receiver, ex parte.

6. The Mortgagor will cause to be paid all taxes, assessments, sewer rents or water rates, and in default thereof, the Mortgagee may pay the same.

7. The Mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount of the Indebtedness and whether any offsets or defenses exist against the Indebtedness.

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8. Any notice and demand or request shall be in writing and may be served in person or by certified mail.

9. The Mortgagor warrants the title to the Premises.

10. Subject to any similar assignment and grant previously made in any mortgage or assignment of rents disclosed in Section 9 of this Mortgage, the Mortgagor hereby assigns to the Mortgagee the leases of the Premises or any portion thereof and the rents, issues and profits of the Premises as further security for the payment of the Indebtedness and grants the Mortgagee the right to take any and all actions necessary to collect such rents, issues and profits. This assignment and grant shall continue in effect until the Indebtedness is fully paid. The Mortgagee hereby waives the right to enter upon and to take possession of the Premises for the purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect the same, until the occurrence of any Event of Default under the Note, but such right of the Mortgagor may be revoked by the Mortgagee after the occurrence of any such Event of Default. No further assignment of the leases or rents by the Mortgagor shall be made without the written consent of the Mortgagee.

11. In case of a foreclosure sale, the Premises may be sold in one or more parcels, any provision of any statute, regulation or other law to the contrary notwithstanding.

12. This Mortgage may not be changed orally. This Mortgage shall be binding upon the Mortgagor and its successors and assigns and inure to the benefit of the Mortgagee and its successors and assigns.

13. The Mortgagor represents and warrants to the Mortgagee that it has not used Hazardous Materials (as defined hereinafter) on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of the Mortgagor's knowledge, no prior owner of the Premises or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. The Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall the Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagor or any tenant or subtenant or other occupant or user of any portion of the Premises, a release of Hazardous Materials onto the Premises or onto any other property. The Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws,

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ordinances, rules and regulations pertaining to Hazardous Materials, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The Mortgagor shall conduct and complete all investigations, studies, sampling and testing, pertaining to Hazardous Materials on, or affecting the Premises requested by the Mortgagee. The Mortgagor shall promptly furnish to the Mortgagee copies of all investigations, studies, tests, reports, inquiries or demands made by or to the Mortgagor or any federal, state or local governmental authorities pertaining to Hazardous Materials on, or affecting the Premises. The Mortgagor shall (a) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Premises (i) in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies and (ii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) defend, indemnify and hold harmless the Mortgagee, its employees, agents, officers and trustees, from and against any claims, demands, penalties, fines liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any Hazardous Materials which are on, from or affecting the Premises, including but not limited to the soil, water, vegetation, buildings, personal property, persons or animals located thereon, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; and (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigations expenses. In the event this Mortgage is foreclosed, or the Mortgagor tenders a deed in lieu of foreclosure which the Mortgagee agrees to accept, the Mortgagor shall be responsible to deliver the Premises to the Mortgagee free of any and all Hazardous Materials so that the condition of the Premises shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises. For purposes of this Section 13 "Hazardous Materials" includes, without limit, any flammable materials, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section 13 shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee at common law, and shall survive the transactions contemplated in this Mortgage.

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IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor.

BENDERSON DEVELOPMENT COMPANY, INC.

By: [Signature]

Title: V.P.

STATE OF NEW YORK)

COUNTY OF ERIE)

SS:

On this 19th day of April, Nineteen Hundred and Ninety-one, before me personally came Robert Benderson, to me personally known, who being duly sworn, did depose and say that he resides at 274 Garrison Dr. Amherst NY, that he is the Vice Pres. of Benderson Development Company, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by order.

[Signature]
Notary Public

FRED K. HENLE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires October 31, 1991

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and of heretofore your name and address in the State of Illinois

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FRID X HEWLE
Notary Public State of New York
Qualified in Erie County
Notary Public State of New York

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Section 14 15 0 4 5 7 7

THE SOUTH 665.00 FEET OF THE WEST 882.00 FEET OF THE EAST 952.00 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE SOUTH 150.00 FEET OF THE EAST 220 FEET OF SAID SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 13, EXCEPT LAND DEDICATED FOR HIGHWAY OR STREET PURPOSES, ALL IN COOK COUNTY, ILLINOIS.

PIN #: 27-13-402-007

ADDRESS: NWC 159TH + HAZLETON, CRENSHAW PARK, IL

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M O R T A G E

Benderson Development Company, Inc.

to

Manufacturers and Traders Trust Company

DATED: April 19th, 1991

PREPARED BY: Blaine S. Schwartz
Attorney at Law
570 Delaware Avenue
Buffalo, NY 14204
(716) 886-0211

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