

**MORTGAGE AND SECURITY AGREEMENT
(REVOLVING CREDIT)**

from

LASALLE NATIONAL TRUST, N.A.,
Successor Trustee to LaSalle National Bank,
a national banking association,
as Trustee under Trust Number 49378

to

BANK OF NORTHERN ILLINOIS

Dated as of June 17, 1991

RECORDED IN COOK COUNTY ILLINOIS
BOOK 1418 PAGE 1418
INDEXED IN COOK COUNTY ILLINOIS
INDEXED IN COOK COUNTY ILLINOIS
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Property of Cook County Clerk's Office

This Instrument Prepared By and to be Returned After Recording to:

Mark C. Eiden
RICHARDS, RALPH, EIDEN, ECKERT, &
O'DONNELL, CHARTERED
175 E. Hawthorn Parkway
Suite 401
Vernon Hills, Illinois, 60061

THIS MORTGAGE AND SECURITY AGREEMENT is made this 17th day of June, 1991, by LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 20, 1975 and known as Trust Number 49378, hereinafter referred to as Mortgagor, in favor of Bank of Northern Illinois, an Illinois banking corporation, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the maximum principal sum of Two Hundred Thirty-Six Thousand Nine Hundred Seventy-Five and 49/100 Dollars (\$236,975.49) ("Principal"), or the aggregate amount of all advances made by the Mortgagee, whichever is less, which indebtedness is evidenced by:

- (a) a Revolving Credit Note dated June 17, 1991 in the principal amount of \$30,000.00 executed by Mortgagor, which note evidences a revolving credit facility and allows the maker thereof to borrow, and upon repayment, reborrow up to \$30,000.00 at any time outstanding at any time prior to default or maturity, and obligates the maker thereof to repay upon maturity, default or acceleration, all principal and accrued interest then due after accounting for all such periodic advances, repayments and readvances of principal during the term of the Note ("Revolving Credit Note");
- (b) a Mortgage Note dated June 17, 1991 in the principal amount of \$205,975.49 executed by Mortgagor, which note has been fully disbursed and obligates its maker to repay the unpaid principal balance and accrued interest in installments during its term ("Mortgage Note");
- (c) a Loan Agreement dated June 17, 1991 executed by Mortgagor, Bruce Robbins and Martin Roth Cohen.

The Revolving Credit Note, Mortgage Note and Loan Agreement are collectively referred to herein as "Note".

WHEREAS, all of the beneficiaries of Mortgagor having power of direction have directed Mortgagor to execute the Note and this Mortgage.

NOW, THEREFORE, TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof, and as to the Revolving Credit Note, not only the existing indebtedness but also such future advances as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof; and (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage, the Mortgagor does hereby MORTGAGE, GRANT AND CONVEY to the Mortgagee the following described property located in Cook County, Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois:

Sub-Lots 19, 20 and 21 (except the East 3 feet of said Lot 21) in J. D. Haake's Subdivision of Lots 8, 9 and 10 in Subdivision of the East 1/2 of Block 17 in Canal Trustees' Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Tax No. 14-29-418-033 Address: 1021 W. Hill Street, Chicago, Illinois 60611 which, with the property hereinafter described, is referred to as the "premises."

TOGETHER, with all buildings and improvements now or hereafter constructed upon said premises or any part thereof, and all heretofore or hereafter vacated alleys and streets abutting said premises, and together with all fixtures and equipment now or hereafter installed for use in the operation of the building or buildings now or hereafter constructed on said premises, including, but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures, and equipment pertaining thereto, all awnings, water heaters, incinerators and carpeting, all of which buildings, improvements, fixtures, equipment and appliances are pledged primarily and on a parity with said premises and not secondarily and which shall be deemed to be a part of the premises;

TOGETHER with all rents, issues and profits and leases thereof for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, and the tenements, hereditaments, easements and appurtenances. (Any reference herein made to the "premises" shall be deemed to mean the above-described real estate and

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said buildings, improvements, fixtures, equipment, and appliances, and the rents, issues, profits and leases thereof, and said tenements, hereditaments, easements and appurtenances, unless the context shall require otherwise.)

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purpose and uses set forth herein.

MORTGAGOR DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

FIRST: Payment of Principal and Interest: Mortgagor shall pay or cause to be paid the principal and interest of the Note in accordance with the terms and provisions thereof and shall pay when due all other amounts provided herein.

SECOND: Preservation and Maintenance of Property: Mortgagor will abstain from and will not permit the commission of waste on the premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the premises. Mortgagor shall not materially alter the buildings, improvements, fixtures or equipment now or hereafter upon said premises, or remove the same therefrom, or permit any tenants or other person to do so, without the prior written consent of the Mortgagee. Mortgagor will not permit any portion of the premises to be used for any unlawful purposes. Mortgagor covenants and agrees that in the ownership, operation and management of the premises Mortgagor will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building code, environmental protection and equal opportunity statutes, ordinances, regulations, orders and restrictions. If this Mortgage is on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Mortgagee shall have the right at any time, and from time to time, to enter the premises for the purpose of inspecting the same.

THIRD: Hazard Insurance: Mortgagor shall keep all the premises insured against loss or damage by fire and the perils covered by extended coverage insurance, and such other risks (including without limitation, war damage insurance and rent insurance) as may be required by Mortgagee from time to time. In the absence of any notice being given by Mortgagee, the amount shall be equal to the unpaid principal balance. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may, from time to time, require. All policies of insurance to be furnished hereunder shall be in form, content, and amount and with insurer or insurers satisfactory to Mortgagee, (i) a Standard Mortgage Clause and Lenders Loss Payable Clause attached to all policies in favor and in form and content satisfactory to the Mortgagee. The policies of all such insurance and all renewals thereof, together with the receipts evidencing payment in full of the premium thereon, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days notice to the Mortgagee prior to its cancellation thereof. In the event of loss or damage, the Mortgagee shall, after deducting the costs of collection thereof, if any, make the insurance proceeds available to the Mortgagor for repair and restoration, provided: (a) the proceeds are deposited with the Mortgagee; (b) there is no default under the terms of the Note, Mortgage, or any other instrument securing the indebtedness; (c) the insurance carrier does not deny liability to a named insured; (d) the Mortgagee shall be furnished with an estimate of the costs of restoration accompanied by an architect's certification as to such costs and appropriate plans and specification; (e) if the estimated costs of reconstruction shall exceed the proceeds available Mortgagor shall furnish a bond of completion or such other evidence reasonably satisfactory to the Mortgagee of the Mortgagor's ability to meet with excess costs; (f) disbursement of the proceeds during the reconstruction shall be through a construction escrow of Mortgagee's choice and upon an architect's certification as to the cost of the work done and evidence that there are no liens arising upon the reconstruction. Any payment made prior to the final completion of work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of the said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the costs of completion of the work free and clear of liens; (g) final payment shall be upon an architect's certificate and certification by one of the Mortgagee's appraisers as to completion in accordance with plans and specifications. The building and improvements so restored or rebuilt are to be of at least equal value and of substantially the same character as prior to the damage or destruction. In all other cases the proceeds of the loss under any policy shall be paid over to the Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagor to Mortgagee, whether or not then due and payable.

FOURTH: Charges; Liens: Mortgagor shall pay when due all taxes and assessments that may be levied on said premises, and shall promptly deliver to mortgagee receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage whether levied against Mortgagor or otherwise. In the event payment by Mortgagor of any tax referred to in the foregoing sentence would either be unlawful if made or would result in the payment of interest in excess of the rate permitted by law then Mortgagor shall have no obligation to pay the portion of such tax which would result in the payment of such excess; provided, however, in any such event, at any time after the enactment of the law providing for such tax, Mortgagee at its election, may declare the entire principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately, without notice.

FIFTH: Funds for Taxes and Insurance: If required by Mortgagee, Mortgagor shall pay to Mortgagee, at the times provided in said Note for payment of installments of principal and interests, and in addition thereto, installments of taxes and assessments to be levied upon the premises, and installments of the premiums that will become due and payable to renew the insurance hereinabove provided; said installments to be substantially equal and to be in such amount as will assure to Mortgagee that not less than thirty (30) days before the time when such taxes and premiums respectively become due, Mortgagor will have paid to Mortgagee a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgagee hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Mortgagee as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Mortgagee shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagor to pay taxes and to maintain insurance as above provided. In the event of any default by Mortgagor, Mortgagee may, at its option but without any obligation on its part so to do, apply said amount upon said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Mortgagor to Mortgagee under the Mortgage and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable. Mortgagee agrees that as long as Mortgagor pays all taxes and insurance on a timely basis and provides Mortgagee with evidence of same within thirty days of payment that Mortgagee will not require payment of such sums to be made to Mortgagee.

SIXTH: Protection of Lender's Security: If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

SEVENTH: Reimbursement for Mortgagee Legal Expense: In the event that Mortgagee is made a party to any suit or proceedings by reason of the interest of Mortgagee in the premises, Mortgagor shall reimburse Mortgagee for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Mortgagee in connection therewith, whether or not said proceeding or suit ever goes to trial. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

EIGHTH: Acceleration: Should default be made in the payment of the principal or interest of the Note or any other indebtedness secured hereby or any renewal, extension of modification thereof, or in the payment of any other sums

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provided in said Note or herein, or in the performance of any covenant or condition provided in said Note (including events of default) or herein, or default occurs as specified in paragraph Nineteenth herein or in any other instrument or agreement securing said Note or any other indebtedness secured hereby or in the event judicial proceedings are instituted to foreclose a lien upon the mortgaged premises or any part thereof, Mortgagee may at any time after such default, and without notice, declare the principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately. The commencement of proceedings to foreclose this Mortgage shall, in any event, be deemed such declaration. In addition to any other right or remedy which Mortgagee may now or hereafter have by law, the Mortgagee shall have the right and power (a) to foreclose this Mortgage by legal action, as provided by Illinois Statute and the rules of practice relating thereto; and (b) to enter upon and take possession of said premises with the irrevocable consent of Mortgagor as given and evidenced by its execution of this instrument, and as Mortgagee in possession, let said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all reasonable charges and expenses deemed by Mortgagee to be necessary, on account of the indebtedness secured hereby Mortgagor for itself and any subsequent owner of said premises hereby agreeing to pay to Mortgagee in advance a reasonable rent for the premises occupied by it, and in default of so doing hereby agrees that it may be dispossessed by the usual legal proceedings available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in its name to dispossess any tenant defaulting in the payment of rent to Mortgagee or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

NINTH: Application of Proceeds of Foreclosure: Upon a foreclosure sale of said premises or any part thereof, the proceeds of such sale shall be applied in the following order:

- (a) To the payment of all costs of the suit of foreclosure, including reasonable attorneys' fees and the costs of title searches and abstracts;
- (b) To the payment of all other expenses of Mortgagee incurred in connection with the foreclosure, including all money expended by Mortgagee and all other amounts payable by Mortgagor to Mortgagee hereunder, with interest thereon;
- (c) To the payment of the principal and interest of the indebtedness secured hereby;
- (d) To the payment of the surplus, if any, to Mortgagor or to whomsoever shall be entitled thereto.

TENTH: Waiver of Home Loan; Waiver of Redemption: Mortgagor waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois and all other exemption laws, moratorium laws or other laws limiting the enforcement hereof. **MORTGAGOR WAIVES ANY AND ALL RIGHTS OF REDEMPTION UNDER ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, AND ANY REDEMPTION RIGHTS GRANTED BY THE "ILLINOIS MORTGAGE FORECLOSURE LAW" ("INFL"), ON BEHALF OF MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.** Further, Mortgagor hereby waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the INFL), now or hereafter in force, and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein.

ELEVENTH: Receiver; Mortgagee in Possession: Upon or at any time after the filing of any bill, complaint or petition to foreclose this Mortgage, the court may, upon application of Mortgagee, place the mortgagee in possession or appoint a receiver of the mortgaged premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the mortgaged premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of said premises, and to collect the rent, issues and profits of said premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, its successors and assigns, except for the intervention of such mortgagee in possession or receiver, would be entitled to collect such rents, issues and profits, and 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 of: (a) the costs of management of the property and collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums or receiver's bonds and reasonable attorneys' fees; (b) the indebtedness secured hereby or of any judgment foreclosing this Mortgage or any tax, special assessment, or other lien which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure sale; (c) the deficiency in case of sale and deficiency. Any such proceeding shall in no manner prevent or retard the collection of said indebtedness by foreclosure or otherwise.

TWELFTH: Condemnation: Any and all awards hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefore. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any easement therein or appurtenant thereto, including severance and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagee for any taking, either permanent or temporary, under any such proceeding. Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenantability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds deposited by Mortgagor as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the proceeds shall be paid over to Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagor to Mortgagee, whether or not then due and payable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said premises nor obligated to take any action to restore the said improvements.

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THIRTEENTH: Business Loan: Mortgagor warrants that the proceeds of the Note secured by the Mortgage will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404, and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said section.

FOURTEENTH: Severability: Nothing contained herein or in the Note contained nor any transaction related thereto, shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagee to make any payment or do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any error.

FIFTEENTH: Uniform Commercial Code Security Agreement: Mortgagor, within ten (10) days after request by mail, shall execute, acknowledge, and deliver to Mortgagee a security agreement, financing statement, or other similar security instrument, in form satisfactory to the Mortgagee, covering all property, of any kind whatsoever owned by the Mortgagor and located on the premises, which, in the sole opinion of the Mortgagee, is essential to the operation of the premises and concerning which there may be any doubt as to whether the title to the same has been conveyed by or a security interest therein perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement, or certificate or other documents as Mortgagee may request in order to obtain, perfect, preserve, maintain, continue, and extend the security interest. Mortgagor further agrees to pay Mortgagee, on demand, reasonable costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and refiling of any such document.

SIXTEENTH: Partial Releases: Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the premises or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgage or any other security given for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgage and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, of any person or entity personally obligated for the indebtedness secured hereby.

SEVENTEENTH: Environmental Matters:

(a) The Mortgagor hereby represents to the Mortgagee that Mortgagor, its parents, subsidiaries, affiliates and the officers and directors of Mortgagor, its parents, subsidiaries and affiliates have no reason to know of the presence of any hazardous or toxic substances or wastes, solid waste or any petroleum product on, under or in the premises. The Mortgagor has performed or has caused to be performed all appropriate inquiry into the previous ownership and uses of the premises consistent with good commercial or customary practice as is required to satisfy the innocent purchaser provisions of Section 601 of the Comprehensive Environmental Responses Compensation and Liability Act of 1980 as now or hereafter amended. The Mortgagor hereby represents to the Mortgagee that the Mortgagor, its parents, subsidiaries and affiliates have no contractual relationship with any other person or entity with respect to the Premises or to transportation, storage or disposal of any hazardous substance to or from the Premises.

(b) The Mortgagor hereby represents to the Mortgagee that neither the Mortgagor nor any of its affiliates, subsidiaries or parents, nor any other person or entity, has ever caused or permitted any Hazardous Substance or petroleum product to be used, created, treated, transferred, stored, released, placed, held, located or disposed of on, under or in the premises or any part thereof, and that the premises has never been used by the Mortgagor or any of its affiliates, parents, or subsidiaries, or by any other person or entity, as a temporary or permanent facility for the processing, disposal or storage site for any Hazardous Substance. "Hazardous Substance" means any solid waste, any hazardous or toxic substance or waste or any material defined as hazardous in or for purposes of the Comprehensive Environmental Responses Compensation and Liability Act ("CERCLA"), the Toxic Substance Control Act, ("TSCA"), the Resource Conservation and Recovery Act, ("RCRA"), the Solid Waste Disposal Act ("SWDA"), any so-called "Superfund" or "Superlien" law, any Environmental Law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning any solid waste, any hazardous or toxic substance, or material or waste or any petroleum product as now or at any time hereafter in effect.

(c) Mortgagor hereby agrees to defend, indemnify and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, attorney's fees testing costs, sampling costs, investigation costs, experts fees, expenses and claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following: CERCLA, RCRA, TSCA, SWDA, CMA, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or establishing standards of conduct concerning any Hazardous Substance or petroleum product (collectively, "Environmental Laws") paid, incurred, suffered by or asserted against the Mortgagee as a direct or indirect result of any of the following regardless of whether or not caused by, or within the control of, the Mortgagor: (i) the transportation, use, storage, disposal or presence of any Hazardous Substance on, in or under the Premises, or the escape, leakage, spillage, discharge, emission, discharging or release of any Hazardous Substance from or to (A) the premises or any part thereof, or (B) any other real property in which the Mortgagor or any of its parents, affiliates or subsidiaries holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Beneficiary or any of its affiliates or subsidiaries, or (ii) any liens against the premises permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the Mortgagor or any of its parents, affiliates or subsidiaries under any Environmental Laws, or (iii) any actual or asserted liability or obligations of the Mortgagor or any of its parents, affiliates, or subsidiaries under any Environmental Law relating to the premises, or (iv) any liability associated with the breach of any of the representations made herein.

(d) The Mortgagor hereby represents to the Mortgagee that the premises does not now and has never contained any facility or facilities which are subject to the reporting requirements under the Emergency Response and Community Right-to-Know Act of 1986, as now or hereafter amended; that no facility or facilities required to be registered as an underground storage tank under the Illinois Underground Storage Tank Program, as now or hereafter amended or any Environmental Laws.

(e) The Mortgagor, after diligent inquiry, hereby represents and warrants to the Mortgagee that Mortgagor, its parents, affiliates and subsidiaries have no knowledge of any federal, state or local enforcement action under any Environmental Law pending or completed with respect to any facility located on the premises or any present or prior owner or operator of the Premises; no present or prior owner or operator of the premises or a facility located on any part of the premises has entered into any consent decree or administrative consent decree under any Environmental Laws with respect to the premises or a facility located on any part of the premises or any Hazardous Substance on, in or under the premises; no present or prior owner or operator of the premises or any facility located on any part of the premises has received any notice of violation, notice, request for information, notice and demand letter or administrative inquiry from any governmental or quasi-governmental entity concerning environmental practices at the premises or any facility on any part of the premises.

(f) The representations and warranties made in this paragraph shall survive: (i) any transfer of all or any portion of the beneficial interest in, to and under the Trust Agreement by which the Mortgagee was created; (ii) the foreclosure of any liens on the premises by Mortgagee or a third party or the conveyance thereof by deed in lieu of foreclosure; (iii) repayment of the Note; and (iv) all other indicia of the termination of the relationship between Mortgagor and Mortgagee, the Beneficiaries or any guarantors of the Note.

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EIGHTEENTH: Warrant and Defense of Title: At the time of the execution and delivery of this instrument Mortgagor is truly seized of the premises in fee simple, free of all liens and encumbrances whatsoever, and will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a first lien upon said premises and every part thereof. Mortgagor shall pay when due all water charges, sewer service charges and all other amounts which might become a lien upon the premises prior to this Mortgage and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

NINETEENTH: Default:

(a) Upon the failure by Mortgagor to pay the principal sum secured hereby, or of any installment thereof, or of interest thereon, or of any installment thereof, as they severally become due, or in the performance or observance of any other term, covenant, or condition in this Mortgage specifically, and not exclusively Section Twentieth herein, or the note or in any instrument now or hereafter evidencing or securing said indebtedness, or upon the occurrence of an event of default under the Note or any loan or collateral document referred to therein, or if the Mortgagor or in the event the Mortgagor is a land trust, any beneficiary of Mortgagor shall file a petition in voluntary bankruptcy or under the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or if Mortgagor, or any of its beneficiaries shall file an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days from the institution thereof, or if the Mortgagor, or any of its beneficiaries shall have an order for relief entered against it in a bankruptcy or similar proceeding, or a trustee or a receiver shall be appointed for the Mortgagor, or any of its beneficiaries shall have an order for relief entered against it in a bankruptcy or similar proceeding, or a trustee or a receiver shall be appointed for the Mortgagor, or any of its beneficiaries for all or any portion of the premises or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of all or any portion of the premises or all of the property of the Mortgagor, or any of its beneficiaries or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, or any of its beneficiaries, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days, or the Mortgagor, or any of its beneficiaries shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or any portion of the premises or of all of its property or the major part thereof, then, upon the occurrence of any of said events, the Mortgagor shall be in default and the entire indebtedness secured hereby shall, at the option of the Mortgagee, without notice to Mortgagor, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, the Mortgagee may or shall exercise said option by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Mortgagee shall additionally have the right to file an action at law on the note or guarantee and any other remedy provided by law, which remedies shall be concurrent and may be pursued simultaneously.

(b) In any case in which, under the provisions of this Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, upon demand of Mortgagee Mortgagor shall 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, as for condition broken and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of the Mortgagor or the then owner of the premises relating thereto, and may exclude the Mortgagor, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the premises, 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 premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, 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 the Mortgagor; (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (iii) elect or disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) extend or modify any then existing leases and 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 indebtedness hereunder and 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 subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to Mortgagee may seem judicious; to insure and reinsure the premises against all risks incident to Mortgagee's possession, operation, and management thereof and to receive all avails, rents, issues, and profits. In the event of a conflict between the provisions of this paragraph and any separate assignment of rents taken in connection herewith, the provisions of the separate assignment shall govern.

(c) Any rents, issues, rents, issues and profits of the premises received by the Mortgagee after having possession of the premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, shall be applied in payment of or on account of the following, in such as the Mortgagee (or in case of a receivership, as the court) may determine:

(i) to the payment of the operating expenses of the premises, including reasonable compensation to the Mortgagee or the receiver and its agent or agents, if management of the premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage;

(iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, to place said property in such condition as will, in the reasonable judgment of Mortgagee or receiver, make it readily rentable;

(iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale; and

(v) any overplus or remaining funds to the Mortgagor, its successors, or assigns, as their rights may appear.

TWENTIETH: Transfer of Property: If all or any part of the Property or, in the event the property is held in a land trust, the beneficial interest of the trust holding title thereto is sold, transferred, conveyed, assigned or alienated (which shall include the execution of any form of installment agreements for deed or beneficial interest), by Mortgagor or the beneficiaries without the Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

TWENTY-FIRST: Notice: All notices, demands and requests required or permitted to be given to Mortgagor or Mortgagee hereunder or by law shall be deemed delivered when deposited in the United States mail with full postage prepaid by registered or certified mail addressed to:

UNOFFICIAL COPY

Mortgagor: LaSalle National Trust, N.A.
Trust Department
135 South LaSalle Street
Chicago, Illinois 60603

Copy to: Bruce Robbins and
Martin Roth Cohen
1021 West Lill Street
Chicago, Illinois

Mortgagee at: Bank of Northern Illinois
1301 Waukegan Road
Glenview, Illinois 60025

or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

TWENTY-SECOND: Remedies Cumulative: Each and every of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other right, remedies, or benefits allowed by law. Any waiver by Mortgagee of any default shall not constitute a waiver of any similar or other default.

TWENTY-THIRD: Incorporation of Uniform Commercial Code: To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a secured party (as said term defined in the Uniform Commercial Code).

TWENTY-FOURTH: Successors and Assigns Bound; Joint and Several Liability; Captions: All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgagee and Mortgagee, respectively, and all persons claiming through or under them. Any reference herein to Mortgagee shall include the successors and assigns of Mortgagee. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

TWENTY-FIFTH: Gender and Number: All nouns, pronouns and relative terms relating to Mortgagor shall be deemed to be masculine, feminine, or neuter, singular or plural as the context may indicate.

TWENTY-SIXTH: Future Advances. This Mortgage secures all advances made and indebtedness outstanding under the Note from time to time (whether such advances or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The advances outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Note shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Note, and even if the Note is periodically fully advanced, fully or partially repaid and readvanced, in whole or in part, to the extent of the face amount of the Note, plus all other amounts owing under the Note and/or secured by or which may be secured by this Mortgage.

TWENTY-SEVENTH: Trustee Exculpation. This Mortgage and Security Agreement is executed by the undersigned, LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not individually but solely as Trustee, as aforesaid, and any claims against said Trustee which may result from the signing of this agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary, that each and all of the undertakings and agreements herein made by Trustee are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee in account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said premises or for any agreement with respect thereto. Any and all personal liability of LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank is hereby expressly waived by the parties hereto and their respective successors and assigns. Nothing herein shall be deemed to waive any personal liability of any other parties to the Note or any obligations under any other document executed in conjunction with the Note.

IN WITNESS WHEREOF, LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, as Trustee as aforesaid and not personally, has caused these presents to be signed by its Asst. Secretary, and its corporate seal to be hereunto affixed and attested by its Asst. Secretary the 17th day of June, 1991.

LASALLE NATIONAL TRUST, as successor Trustee to LaSalle National Bank, not personally but as Trustee as aforesaid

SEAL

ATTEST:

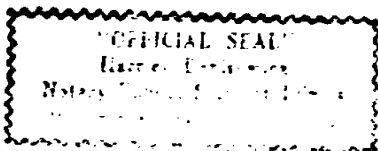
BY: [Signature]
TITLE: Asst. Secretary

By: [Signature]
TITLE: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Harriet Denisewicz, a Notary Public in and for said County in the State aforesaid, do hereby certify that Joseph W. Lang, Vice President of LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, and Caroline Birk, Asst. Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes herein set forth; and that said Asst. Secretary then and there acknowledged that she is custodian of the Corporate Seal of said Bank and did affix the Corporate Seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of July, A.D., 1991



[Signature]
NOTARY PUBLIC

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6/17/91

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