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MORTGAGE AND ASSIGNMENT OF LEASES

THIS MORTGAGE AND ASSIGNMENT OF LEASES made as of this 1st day of May, 1992 (the "Mortgage"), by NORTH SUBURBAN YOUNG MEN'S CHRISTIAN ASSOCIATION, an Illinois not-for-profit corporation ("Mortgagor") to Downers Grove National Bank, as Trustee, a national banking association (the "Mortgagee").

W I T N E S S E T H

WHEREAS, the Mortgagor has requested the Illinois Development Finance Authority (the "Authority") to issue its Capital Improvement Revenue Bonds (North Suburban Young Men's Christian Association Project), Series 1992 in the aggregate principal amount of \$975,000 (the "Series 1992 Bonds") pursuant to the Trust Indenture dated as of May 1, 1992 (the "Bond Indenture") between the Authority and the Mortgagee, as trustee for the owners of the Series 1992 Bonds; and

WHEREAS, the Authority has agreed to issue the Series 1992 Bonds for the benefit of the Mortgagor pursuant to the terms and conditions of the Bond Indenture, and has agreed to loan the proceeds from the sale thereof to the Mortgagor pursuant to the terms and conditions of a certain Loan Agreement dated as of May 1, 1992 (the "Loan Agreement") between the Authority and the Mortgagor; and

WHEREAS, the Series 1992 Bonds shall be ratably and equally secured; and

WHEREAS, as security for the Loan Agreement the Mortgagor has executed and delivered to the Mortgagee a note (the "Note") in the principal sum of \$975,000 bearing interest as set forth in the Note; and

WHEREAS, in order to evidence and secure the obligations of the Mortgagor arising under the Loan Agreement and the Note, the Mortgagor will grant a mortgage on the Premises (as hereinafter defined) to the Mortgagee as additional security for such indebtedness.

NOW, THEREFORE, to secure the payment of all other sums that may at any time be due and owing or required to be paid as provided in the Note and the Loan Agreement or herein (collectively, the "Indebtedness Hereby Secured"), and the performance and observance of all of the covenants, agreements and provisions herein, and in the Loan Agreement and the Note and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Mortgagor, Mortgagor DOES HEREBY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, WARRANT, ASSIGN, GRANT A SECURITY INTEREST IN and CONVEY unto Mortgagee, its successors and assigns forever, the real estate described in Schedule A attached hereto (which, together with the property mentioned in the next succeeding

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paragraphs, is hereinafter collectively called the "Premises") and commonly known as 2705 Techny Road, Northbrook, Illinois;

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversions, in and to the rights of ways, streets and alleys adjoining the aforesaid real estate;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, water courses, riparian rights, other rights, liberties, and privileges thereof or in any now or hereafter appertaining to said real estate, including any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversions and remainder hereof;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials delivered to the aforesaid real estate intended for construction, renovation and repair of such improvements now or hereafter erected thereon, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to, or forming a part of, or used in connection with, the aforesaid real estate or the operation and convenience of any building(s) and improvements located thereon, including, but not limited to, all furniture, equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions, carpeting, curtains, and drapery hardware used in the operation or for the convenience of the Premises, and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air-conditioning, and sprinkler equipment, systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units, condensers, compressors, ducts, apparatus, and hot and cold water equipment and system), and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Premises in any manner, it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Premises shall, so far as permitted by law, be deemed to be fixtures and security for the Indebtedness Hereby Secured;

TOGETHER with all rents, issues, profits, royalties, avails and other proceeds or benefits derived or owned by Mortgagor directly or indirectly from the Premises;

TOGETHER with all right, title and interest of Mortgagor under any and all leases, subleases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Premises or any part thereof, and all rents, security deposits, advance rentals, income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

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TOGETHER with all rights of Mortgagor to plans and specifications, designs, drawings and other matters prepared for any construction on the Real Estate;

TOGETHER with all rights of Mortgagor under any contracts executed by Mortgagor as owner with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Premises;

TOGETHER with all rights of Mortgagor as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which Mortgagor has, with the consent of Mortgagee, obtained the agreement of any person to pay or disburse any money for Mortgagor's sale (or borrowing on the security) of the Premises or any part thereof; and

TOGETHER with all right, title and interest of Mortgagor in and to all insurance proceeds and condemnation awards relating to the Premises and all permits, licenses, franchises, certificates, trademarks, trade names and symbols obtained by Mortgagor in connection with the operation of the Premises; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damages and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee, and Mortgagor hereby designates Mortgagee as its agent and directs and empowers Mortgagee, at the option of Mortgagee, on behalf of Mortgagor to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured.

TO HAVE AND TO HOLD the Premises, with the appurtenances and fixtures, unto Mortgagee and its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises after any default in the payment of all or any part of the Indebtedness Hereby Secured, or the breach of any covenant or agreement herein contained, or upon the occurrence of any Event of Default, as hereinafter defined; Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois and the maximum amount secured by this Mortgage is expressly limited to \$10,000,000 plus accrued interest and fees and expenses.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform

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and observe all of the terms, provisions, covenants, and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage and the estate, right, and interest of Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

I. REPRESENTATIONS AND WARRANTIES

Mortgagor hereby represents and warrants that:

1.1 Title. Mortgagor has good and marketable fee simple title to the Premises free and clear of all liens and encumbrances except Permitted Encumbrances as shown on Exhibit A hereto, with the right and full power to sell, encumber and convey the same; Mortgagor has duly executed and delivered this Mortgage pursuant to proper corporate authority; and Mortgagor will make any further assurances of title that Mortgagee may require and defend the Premises against all claims and demands whatsoever.

1.2 Business Loan. The Indebtedness Hereby Secured constitutes a business or commercial loan for purposes of state and federal law.

1.3 Construction Mortgage. (A) This is a construction mortgage, as said term is defined in Section 9-313(1)(c) of the Uniform Commercial Code. All advances and indebtedness arising and accruing under the Loan Agreement or the Note, from time to time, whether or not the resulting indebtedness secured hereby may exceed the face amount of the Note, shall be secured hereby to the same extent as though said Loan Agreement were fully incorporated in this Mortgage, and the occurrence of an Event of Default under the Loan Agreement shall constitute a Default under this Mortgage entitling Mortgagee to all of the rights and remedies conferred upon Mortgagee by the terms of this Mortgage. In the event of any conflict or inconsistency between the terms of this mortgage and the Loan Agreement the terms and provisions of the Loan Agreement shall in each instance govern and control. (B) Mortgagor shall comply with the provisions of Sections 4.4 and 4.5 of the Loan Agreement, which provisions are incorporated herein by reference, concerning construction of the Project and the requirements necessary for Mortgagor to obtain disbursements from the Construction Fund.

1.4 Hazardous Materials. Mortgagor represents and warrants that neither Mortgagor nor, to the best of Mortgagor's knowledge, any lessee nor any previous owner, tenant, occupant or user of the Premises used, generated, released, discharged, stored or disposed of, or is using, generating, releasing, discharging, storing or disposing " any hazardous waste or toxic substance ("Hazardous Materials") on, under, in or about the Premises, or transported, or is transporting, any Hazardous Materials to or from the Premises and that no Hazardous Materials are present on the Premises except for cleaning agents and other retail products customarily found in

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a residential or similar commercial property. Mortgagor shall not cause, suffer to exist or permit the presence, use, generation, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any Hazardous Materials to or from, the Premises. Notwithstanding the foregoing, Mortgagor may maintain such substances (such as cleaning solvents and inks) only in such quantities and with continual turnover as typically maintained on properties substantially similar to the Premises and at all times in strict compliance with all applicable laws, rules and regulations. There are no above-ground or underground tanks or storage drums located at, on or under the Premises. Mortgagor represents and warrants that it has had performed reasonable investigations, studies and tests as to any possible environmental contamination, liabilities or problems with respect to the Premises, including, without limitation, the storage, disposal, presence, discharge or release of any Hazardous Materials at or with respect to the Premises, and such investigations, studies and tests have disclosed no Hazardous Materials or violations of any Environmental Laws, as hereinafter defined. Neither Mortgagor, the Premises nor any other property owned by Mortgagor is (i) subject to any private or governmental lien or judicial or administrative notice, order or action relating to Hazardous Materials or environmental problems, impairments or liabilities with respect to the Premises or such other property, or (ii) is in, or with any applicable notice and/or lapse of time, and/or failure to take certain curative or remedial actions, will be in, either direct or indirect violation of any Environmental Laws. The term "Hazardous Materials" shall include any substance, material, or waste which is (a) petroleum; (b) asbestos; (c) polychlorinated biphenyls; (d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); (e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (f) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); or (g) subject to regulation as a hazardous chemical substance pursuant to section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605).

1.5 Compliance with Environmental Laws. The Mortgagor represents and warrants that the Premises and its intended use comply with all applicable laws, governmental regulations and the terms of any enforcement action commenced by any federal, state, regional or local governmental agency, including, without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal and other environmental matters, including, but not limited to, the Clean Air, Federal Water Pollution Control, Solid Waste Disposal,

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Resource Conservation and Recovery, Comprehensive Environmental Response, Compensation and Liability and Illinois Responsible Property Transfer Acts and the rules, regulations and ordinances of all applicable federal, state and local agencies and bureaus (collectively, the "Environmental Laws").

II. COVENANTS

Mortgagor covenants and agrees as follows:

2.1 Payment of Indebtedness. Mortgagor shall promptly pay when due (a) the principal of and interest on the indebtedness evidenced by the Loan Agreement and the Note, and (b) all other Indebtedness Hereby Secured; and Mortgagor shall duly and punctually perform and observe all of the terms, covenants and agreements on Mortgagor's part to be performed and observed as provided herein and in the Note; the Loan Agreement and this Mortgage shall secure such payment, performance and observance.

2.2 Maintenance, Repair, Restoration, Liens. Except as contemplated by the Project Mortgagor shall (a) pay, promptly repair, restore or rebuild any building or improvements located on the Premises, whether structural or nonstructural, that may be damaged or destroyed, whether or not proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair, without waste; (c) pay, when due, any indebtedness that may be secured by a lien or charge on the Premises (whether senior, of equal priority, or junior to the lien hereof) and, upon request, exhibit to Mortgagee satisfactory evidence of the discharge of such lien; (d) complete, within a reasonable time, any building(s) or other improvements now or at any time in the process of erection or rehabilitation upon the Premises; (e) comply with all requirements of law, municipal ordinances, and restrictions and covenants of record with respect to the Premises and the use thereof; (f) make or permit no alterations in excess of \$100,000.00 in the Premises without the prior written consent of Mortgagee; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or agree to no zoning reclassification with respect to the Premises; (i) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises; and (j) cause the Premises to be managed in a competent and professional manner.

2.3 No Mechanics' Liens. It is further made an express condition and covenant hereof, that until full payment of the Indebtedness Hereby Secured: (i) no act or thing shall be done or suffered, and no person shall have any right or power to do any act or thing, whereby any mechanics' lien can arise against or attach to the Premises or any part thereof, unless such lien shall first be wholly waived as against this Mortgage and (ii) the lien of this Mortgage shall extend to any and all improvements and fixtures, now or hereafter on the Premises, prior to any other lien thereon that

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may be claimed by any person, so that subsequently accruing claims for lien on the Premises shall be junior to this Mortgage. Notwithstanding the foregoing in the event any mechanics, or materialmen's lien arises, it shall not constitute a default hereunder so long as Mortgagor shall diligently proceed to remove or contest such lien as provided in the Bond Indenture.

2.4 Taxes. Mortgagor shall pay before any penalty attaches all general and special taxes, assessments, water charges, sewer charges and other fees and charges of every kind and nature (all herein generally called "Taxes"), whether or not assessed against Mortgagor if applicable to the Premises, any interest therein or the Indebtedness Hereby Secured, or any obligation or agreement secured hereby; and Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Mortgagor shall pay in full under protest in the manner provided by statute any Taxes that Mortgagor may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, Mortgagor shall deposit with Mortgagee the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes, notwithstanding such contest, if in the reasonable opinion of Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; and if Mortgagor shall not pay the same when so required, Mortgagee may do so and may apply such deposit for the purpose. In the event that any law or decree has the effect of deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of Taxes, so as to affect this Mortgage or the Indebtedness Hereby Secured or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such Taxes, or reimburse Mortgagee therefor on demand, unless such payment or reimbursement by Mortgagor is unlawful, in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagor. Nothing in this Section 2.4 shall require Mortgagor to pay any income, franchise or excise tax imposed upon Mortgagee, except that which may be levied against such income expressly as and for a specific substitute for Taxes pertaining to the Premises, and then only in an amount computed as if Mortgagee derived no income from any source other than its interest hereunder.

2.5 Insurance Coverage. Mortgagor, at its own expense, will insure, including during any construction and thereafter, all of the buildings and improvements now or hereafter included within the Premises, and each and every part and parcel thereof against such perils and hazards as Mortgagee may from time to time reasonably require, and in any event including:

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(a) Mortgagor shall maintain comprehensive public liability coverage in an amount up to \$1,000,000 per claim. Mortgagor shall maintain additional coverage in such amounts as the Mortgagee may reasonably require from time to time. Mortgagor shall also maintain such other insurance policies in such amounts and with such coverage (including workmen's compensation, employer's liability, boiler, builder's risk, and other coverage) as is customary for facilities of established reputation and comparable size engaged in the same or similar business as the Mortgagor and/or otherwise similarly situated. All such insurance policies shall be maintained with insurers of recognized responsibility, shall contain such other clauses and provisions as the Mortgagee may reasonably require; shall require the insurer to give the Mortgagee at least thirty (30) days' prior written notice of material modification or cancellation, regardless of the reason for such modification or cancellation; shall provide that the interest of the Mortgagee shall not be impaired or invalidated by any act or omission of the Mortgagor; and all such policies (or certificates thereof, at the option of the Mortgagee) shall be delivered to the Mortgagee. If Mortgagor fails, for any reason, to maintain such insurance or to provide the Mortgagee with evidence of such insurance when requested in writing, the Mortgagee shall have the right to obtain the same and to charge any costs incurred by the Mortgagee in connection therewith to the Mortgagor, but the Mortgagee shall not be obliged to do so nor to ascertain the solvency of any insurer, the adequacy of coverage, or to pursue the collection of claims. Mortgagor shall not cancel or modify, in any material respect, any insurance required hereunder without the prior consent of the Mortgagee and, if requested in writing by the Mortgagee, shall furnish to the Mortgagee when requested estimates or appraisals (which shall not be required more than once in any two year period) of the insurable value of the subject property prepared by insurers reasonably acceptable to the Mortgagee and, in the case of self-insurance programs, reports of an insurance consultant and an actuary acceptable to the Mortgagee certifying that such programs are adequate to protect the Mortgagor against claims for the self-insured risks and are funded to the extent required to provide for such protection.

(b) During construction, all-risks package of builder's risk insurance, including owner's, contractor's, and employer's liability insurance, workmen's compensation insurance and physical damage insurance; and

(c) Steam boiler, machinery and other insurance of the types and in amounts not less than customarily carried by persons owning or operating like properties; and

(d) Flood insurance, where appropriate.

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2.6 Deposits for Taxes and Insurance Premiums. (A) Mortgagor certifies that the Premises are exempt from real estate taxes. (B) If the Premises loses its real estate tax exemption or if Mortgagor has permitted an Event of Default (as defined herein) to occur, Mortgagee may request, in order to assure the payment of taxes and insurance premiums payable with respect to the Premises as and when the same shall become due and payable, as follows:

(a) Mortgagor shall, if hereinafter required by mortgagee, deposit monthly with Mortgagee an amount equal to:

(i) One-twelfth (1/12) of the Taxes next to become due upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (i), will result in a sufficient reserve to pay the Taxes next becoming due one month prior to the date when such Taxes are due and payable, plus

(ii) One-twelfth (1/12) of the annual premiums on each policy of insurance upon the Premises; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly sums next payable under this subsection (ii), will result in a sufficient reserve to pay the insurance premiums next becoming due one month prior to the date when such insurance premiums are, in fact, due and payable;

provided that the amount of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagee's reasonable estimate as to the amount of Taxes and insurance premiums next to be payable; and all Taxes and Insurance Deposits shall be held by Mortgagee without any allowance of interest thereon.

(b) Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefor, pay the insurance premiums and Taxes or will, upon the presentation of receipted bills therefor, reimburse Mortgagor for such payments made by Mortgagor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency.

(c) In the event of a default in any of the provisions contained herein or in the Note, Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, then any remaining Tax and Insurance Deposits shall be paid to Mortgagor.

(d) Notwithstanding anything herein to the contrary, Mortgagee shall not be liable for any failure to apply to the payment of Taxes and insurance premiums any amounts deposited as Tax and Insurance Deposits unless Mortgagor, while no default exists hereunder, shall have requested Mortgagee in writing to make application of the Tax and Insurance Deposits on hand to the payment of the particular Taxes or insurance premiums for the payment of which such Deposits were made, accompanied by the bills therefor.

2.7 Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any damage to or destruction of the Premises and:

(a) In case of loss covered by policies of insurance, Mortgagee is hereby authorized at its option to either: (i) settle and adjust any claim under such policies without the consent of Mortgagor; or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss subject to Mortgagee's reasonable consent provided, however, that Mortgagee shall not have the right exercise the powers granted in Section 2.8(a)(i) hereof unless there is a default or Event of Default hereunder or there has been a decree of foreclosure entered. In any case Mortgagee shall, and is hereby authorized to, collect and give a receipt for any such insurance proceeds; and the reasonable expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was before the occurrence of the Insured Casualty and adequately securing the outstanding balance of the Indebtedness Hereby Secured, then, if no Event of Default, as defined in Section 2.18 of this Mortgage, or any event that with notice or passage of time or both would become an Event of Default shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to the Insured Casualty, as provided for in Section 2.9 hereof; and Mortgagor hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in subsection (b) of this Section 2.7, Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as Mortgagee may elect but should such proceeds

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applied to payment of the Indebtedness Hereby Secured be insufficient to satisfy the Indebtedness Hereby Secured in full, Mortgagor shall, within ten (10) days after the application of such insurance proceeds, pay such deficiency in full to Mortgagee.

(d) In the event that proceeds of insurance, if any, shall be made available to Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to the effect in accordance with plans and specifications to be first submitted to and approved by Mortgagee.

2.8 Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation, including any payments made in lieu of, or in settlement of, a claim or threat of condemnation (the "Award"). Mortgagee may elect to apply the proceeds of the Award in reduction of the Indebtedness Hereby Secured or require Mortgagor to restore or rebuild the Premises, in which event the Award shall be held by Mortgagee and used to reimburse Mortgagor for the cost of such rebuilding or restoring.

2.9 Disbursement of Insurance Proceeds or Condemnation Award. In the event Mortgagor is entitled to reimbursement out of insurance proceeds or condemnation award held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with: (i) evidence satisfactory to it of the estimated cost of completion of the restoration, repair, replacement or rebuilding; (ii) funds sufficient in addition to the proceeds of insurance or condemnation awards to complete the proposed restoration, repair, replacement or rebuilding; and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Mortgagee may reasonably require and approve. Mortgagee may require that all plans and specifications for such restoration, repair, replacement or rebuilding be submitted to and approved by Mortgagee before commencement of work. No payment made before the final completion of the restoration, repair, replacement or rebuilding shall exceed ninety (90%) percent of the value of the work performed from time to time (provided that if funds are available, the balance of the value of the work performed shall be paid upon final completion); funds other than insurance proceeds or condemnation awards shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for the purpose or irrevocably committed to the satisfaction of mortgagee to pay for the cost of completion of the restoration, repair replacement or rebuilding, which shall be free and clear of all liens or claims

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for lien. Any surplus that may remain out of insurance proceeds or condemnation awards held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding shall, at the option of Mortgagee, be applied on account of the Indebtedness Hereby Secured. Any insurance proceeds or condemnation awards held by Mortgagee and not applied against the Indebtedness Hereby Secured shall be invested in an interest bearing account. Any interest earned shall be applied against the Indebtedness Hereby Secured.

2.10 Waste. Mortgagor hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, regardless of whether or not caused by, or within the control of, Mortgagor.

2.11 Assignment of Rents. Mortgagor hereby absolutely, unconditionally and irrevocably grants, transfers, conveys and assigns to Mortgagee all the rents, issues and profits from the Premises, including but not limited to any and all fees or payments received from patients or occupants of the Premises as payment for their occupancy of the Premises and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues profits, fees and payments. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, in the name of Mortgagor or Mortgagee, for and otherwise collect all such rents, issues, profits, fees or payments and apply the same to the Indebtedness Hereby Secured; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits, fees and payments but not more than one month in advance, prior to or at any time there is not an Event of Default (as hereinafter defined). The assignment of the rents, issues and profits from the Premises in this Section 2.11 is intended to be a present and absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. From time to time, upon Mortgagee's request, Mortgagor shall execute, acknowledge and deliver to Mortgagee further assignments of leases,

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rents, issues, profits, fees and payments and deliver to Mortgagee fully executed originals of all leases affecting the Premises.

2.12 Covenants Regarding Performance of Lessor's Obligations. Mortgagor has assigned, coincident herewith, or may hereafter assign to Mortgagee a certain lease or leases of all or of portions of the Premises. Mortgagor shall perform promptly each and every covenant and agreement of any such lease that is to be kept or performed by the lessor, and neither do nor neglect to do, nor permit to be done, anything that may cause the termination of such leases, or any of them, except with the prior written consent duly issued by Mortgagee, or which may diminish or impair their value, or the rents provided for therein or the interest of Mortgagor or Mortgagee therein.

2.13 Negative Covenants Regarding Leases. Mortgagor represents and warrants that as of the date hereof there are no leases affecting the Premises. If Mortgagor enters into any leases of the Premises subsequent to the date hereof, Mortgagor will not:

(a) Execute any further assignment of any of its right, title or interest in the leases or rents, profits, fees or payments from the Premises (except to Mortgagee);

(b) Terminate or consent to the cancellation or surrender of any lease now existing or hereafter to be made of the Premises or of any part thereof;

(c) Except as provided in Section 2.13 hereof, modify any lease of the Premises without the prior written consent of Mortgagee;

(d) Accept prepayments of any installments of rent to become due under any of said leases, except prepayments in the nature of security for the performance by a lessee of its obligations thereunder;

(e) In any other manner impair the value of the Premises or the security of this Mortgage;

(f) Execute any lease of all or a substantial portion of the Premises except for actual occupancy by the lessee thereunder; or

(g) Permit any lease of the Premises or any part thereof to become subordinate to any lien other than the lien of this Mortgage. All leases of the Premises or any part thereof are subject to the approval of Mortgagee.

2.14 Breaches Regarding Leases or Assignments Thereof. Any violation on Mortgagor's part of any covenant or agreement in any lease of the Premises or of any part thereof or in the assignment of any such lease that is to be kept or performed by Mortgagor as

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lessor or as assignor, as the case may be, shall constitute an Event of Default under this Mortgage and thereupon Mortgagee may, at its option, after notice and opportunity to cure, declare the entire Indebtedness Hereby Secured immediately due and payable and exercise any other rights and remedies, set forth herein.

2.15 Oil, Gas or Mineral Leases. As additional and collateral security for the payment of the indebtedness, Mortgagor hereby assigns to Mortgagee all of the bonuses, rents, royalties, rights and benefits accruing under all oil, gas or mineral leases affecting the Premises, or which may hereafter affect the Premises, including all water and riparian rights, and the lessee or assignee or sublessee is hereby directed upon production by the holder of the Indebtedness Secured Hereby of a certified copy hereof, to pay said bonuses, rents, royalties, rights and benefits to Mortgagee. This assignment is to become effective, however, only upon Mortgagor's Default in any condition or term of this Mortgage, the Loan Agreement or the Note, such direction to terminate and become null and void upon payment in full of the Indebtedness Hereby Secured.

2.16 Estoppel Certificates. Mortgagor shall procure and deliver to Mortgagee at any time within 30 days after notice and demand from Mortgagee an estoppel certificate, in form satisfactory to Mortgagee, from each lessee of the Premises.

2.17 Future Leases. Mortgagor will advise Mortgagee promptly of the execution hereafter of any lease of any part of the Premises and, upon Mortgagee's written request, it will submit to Mortgagee for examination and approval any such lease and, if Mortgagee so requests, Mortgagor will assign such lease to Mortgagee, such assignment to be in form satisfactory to mortgagee; and it is further agreed that the provisions of this mortgage with regard to Mortgagor's obligations and Mortgagee's rights with respect to leases and assignments of such leases shall apply to all such additional leases and assignments thereof.

2.18 Application of Rents and Other Income. All earnings, revenues, issues, profits, income and rents collected by Mortgagee pursuant to the assignment thereof to it shall be applied in the following manner:

(a) To the payment of taxes, assessments and charges and the expense of insurance, repairs to and improvements on the Premises or to the making of any required deposits in the escrow fund for future payment of taxes, assessments and insurance premiums; Mortgagee, however, shall not be obligated to keep insurance on or make repairs to and/or improvements on the Premises;

(b) To the payment of all operating expenses and other necessary expenses of the management, protection and/or preservation of the Premises as provided by Mortgagee;

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(c) To the repayment to Mortgagee of any and all amounts advanced by it under the terms of this Mortgage together with interest on the respective advancement from the date of each at the maximum rate set out in this Mortgage for interest on advances;

(d) To the payment of any and all costs or expenses incurred by Mortgagee in enforcing the obligations of this Mortgage;

(e) To the payment of principal and interest installments due or to become due under the Note or any extension or renewal thereof and/or to the payment of any judgment rendered thereon together with interest, costs and expenses; and

(f) Any amount not applied as above provided and remaining in the hands of Mortgagee may, at its option, on the first day of January of each year be applied by Mortgagee to one or both of the following:

(i) used for prepayment of principal in inverse order of its maturity; or

(ii) be refunded to Mortgagor.

2.19 Priority of Application. All rents collected by Mortgagee may be applied to the items in Section 2.18 above listed in any manner that Mortgagee deems advisable and without regard to the aforestated priorities. Receipt by Mortgagee of such rents, issues and profits shall not constitute a waiver of any right or remedy that Mortgagee may enjoy under this Mortgage or under the laws of Illinois, nor shall the receipt and application thereof cure any Default hereunder nor affect any foreclosure proceeding or any sale authorized by this Mortgage and the laws of Illinois.

2.20 Accountability for Rents. Mortgagee shall be required to account for only such rentals and payments as are actually collected by it. Mortgagee shall have no liability for failure to rent the Premises or any part thereof, or for failure to make collections of rentals, or for failure to do any of the things that are authorized herein. This provision is Mortgagor's express agreement to grant all of its rights and privileges to Mortgagee and shall not be held to create any duties or liabilities except as herein expressly set forth. For the purpose of accounting, the books and records of Mortgagee shall be deemed prima facie correct.

2.21 Liability for Rents. Mortgagee shall not be liable for the act or omission of any agent and/or manager, if Mortgagee shall have used reasonable care in the selection of such agent or manager.

2.22 Liability for Premises. Mortgagee shall, in the exercise of its control and management of the Premises, be deemed the agent of Mortgagor and shall not be liable for any damage to any person

or property, where such damage arises out of the operation of, or in connection with, the Premises, unless the damage is caused by gross negligence or intentional acts of Mortgagee or Mortgagee's agents or employees.

2.23 Status of Leases; Notice of Default. Mortgagor represents and covenants that any and all leases covering all or a portion of the Premises are in full force and effect, rent has not been paid more than one month in advance, Mortgagor and the lessees thereof are in all respects in good standing thereunder and neither Mortgagor nor said lessees are in Default with respect to any provisions thereof. Mortgagor will not consent to, cause or allow any modification or alteration of any of the terms (including, without limitation, the amount of rent), conditions or covenants of the leases or any lease hereafter effected, or the termination of any such lease, without the prior written approval of Mortgagee, which will not be unreasonably withheld; provided, however, that Mortgagor may, without Mortgagee's consent, modify or alter any of the terms, conditions and covenants of any lease so long as such modification or alteration does not result in: (i) surrender or termination of such lease; (ii) decrease in the amount of any payments due under such lease; (iii) decrease in the size of the leased premises; or (iv) decrease in the term of such lease. Mortgagor covenants and agrees that in the event Mortgagor shall receive from any of the lessees of said leases notice of any Default by Mortgagor under the terms or provisions of any of said leases, or receive from any of said lessees or from any other party any notice or communication in any way respecting a Default or alleged Default or failure of performance that could become a Default after lapse of time, or otherwise, under said leases, or relating to Mortgagor's good standing with respect thereto, Mortgagor shall immediately, and not later than one business day after receipt of such notice or communication, or obtaining knowledge of a Default, real or claimed, advise or mail (special delivery in the case of a notice of Default), postage prepaid, or deliver in person to Mortgagee a true, exact and full copy of said notice or communication.

2.24 Mortgagee's Right to Perform for Mortgagor/Lessor. Mortgagor agrees that for the purpose of curing any Default under any lease, Mortgagee may, but shall not be obligated to, do any act, pay any sum or execute any document in the name of Mortgagor or as its attorney-in-fact, as well as in Mortgagee's own name, as Mortgagee in its reasonable discretion may determine, and Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, in its name or otherwise, to do any and all acts, pay any sum and/or execute any and all documents that may in the reasonable opinion of Mortgagee be necessary or desirable to cure any such Default or preserve any right of Mortgagor under any of said leases, or to preserve any rights of Mortgagor whatsoever, or to protect Mortgagee's security interest. If Mortgagee, acting under its authority herein granted, should pay, suffer or incur any

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expense, costs, charge, fee, obligation, damage or liability of any nature, or be a party to any action or proceeding, whether any of the same be for the purpose of curing any such Default or protecting Mortgagee's security or the rights of Mortgagor under any of said leases, or otherwise, all of the same and all sums paid by Mortgagee for prosecution or defense of such actions or proceedings, including in any case reasonable attorneys' fees, shall be payable by Mortgagor to mortgagee immediately, without demand, together with interest thereon at the maximum lawful rate (or if there is no such maximum rate, then a rate of 5% above the face rate of interest provided for in the Note) until paid, and the same, if not paid, shall be added to Mortgagor's indebtedness to be secured by these presents and be a lien upon the Premises.

2.25 Stamp Tax. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagor or the Premises, any tax is used or becomes due in respect of the issuance of the Note or the Loan Agreement, Mortgagor shall pay such tax in the manner required by such law.

2.26 Effect of Extensions of Time and Amendment. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage or other lien upon the Premises or any interest therein shall take the said lien subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Loan Agreement and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

2.27 Mortgagee's Performance of Mortgagor's Obligations. In case of default herein, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during any period of redemption may, but shall not be required to, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on any prior encumbrances and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall not be required to, complete construction, rehabilitation, furnishing and equipping

of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including, without limitation, management fees, of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reason attorneys' fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises and improvements operational and usable for its intended purpose, shall be so much additional Indebtedness Hereby Secured, and shall become immediately due and payable without notice, and with interest thereon at the post-maturity interest rate set out in the Loan Agreement. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

2.28 Inspection of Premises and Records. Mortgagee shall have the right to inspect the Premises and all books, records and documents relating thereto (excluding any confidential patient medical records, unless Mortgagee is in default hereunder), at all reasonable times upon prior notice, and access thereto shall be permitted for that purpose.

2.29 Restrictions on Transfer. It shall be an Event of Default (as defined herein) hereunder and the Indebtedness Hereby Secured shall be immediately due and payable (to the extent permitted by law) if, without the prior written consent of Mortgagee, Mortgagor shall permit any conveyance, sale or transfer of the Premises or the Mortgagor or any part thereof or interest therein, except as permitted in Section 7.1 of the Loan Agreement.

2.30 Events of Default. If one or more of the following events (herein called "Event of Default") shall occur:

(a) Failure to pay on the due date any installment of principal and interest on the Bonds, or failure to pay any other amount due hereunder; or

(b) Mortgagor shall fail to observe or perform any covenant, condition or agreement to be served or performed under this Mortgage or any representation or warranty of Mortgagor hereunder, or under the Loan Agreement when made was false or misleading in any material respect and in the case of a failure, any such failure shall continue for a period of thirty (30) days after written notice hereof from the Mortgagee; or

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(c) Any Event of Default shall occur under the Loan Agreement or any default shall occur under any other document or agreement evidencing, relating to, securing or guaranteeing any of the Indebtedness Hereby Secured, and such default shall continue beyond any applicable cure period; or

(d) Any default shall occur under the Indenture, and such default shall continue beyond any applicable cure period; or

(e) If (and for the purpose of this subsection (e) of this Section 2.30 only, the term Mortgagor shall mean and include not only Mortgagor but each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements contained herein):

(i) Mortgagor shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or

(ii) Mortgagor shall file an answer admitting insolvency or inability to pay its debts; or

(iii) Within sixty (60) days after the filing against Mortgagor of any involuntary proceeding under the federal bankruptcy code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed; or

(iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor for all or a material part of Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of Mortgagor's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor, 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

(v) Mortgagor 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 a material part of its property or the Premises; or

(f) If default shall continue for thirty (30) days after written notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or condition herein; or

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(g) If the Premises shall be abandoned;

then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage or the Note, or by law or in equity conferred.

2.31 Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of Taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

2.32 Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for the Indebtedness Hereby Secured or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all costs and expenses that may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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 assurance with respect to title, as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales that may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Section, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate, bankruptcy and appellate proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor, with interest thereon at the post-maturity rate as set forth in the Note until paid.

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2.33 Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power 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 a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits and all other powers that 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 may, from time to time, authorize the receiver to apply the net income from the Premises in his hands in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment or other lien that may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

2.34 Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 2.18 hereof; second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; third, to interest remaining unpaid upon the Note; fourth, to the principal remaining unpaid upon the Note; and fifth, any surplus to Mortgagor and its successors or assigns, as their rights may appear.

2.35 Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements as herein provided, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Mortgagee

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is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

2.36 Waiver. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois law.

III. MISCELLANEOUS

3.1 Mortgagee in Possession. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

3.2 Further Assurances. Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be; whether now owned by Mortgagor or hereafter acquired.

3.3 Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

3.4 Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

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3.5 Provisions Severable. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

3.6 Time of the Essence. Time is of the essence of this Mortgage and any other document evidencing or securing the Indebtedness Hereby Secured.

3.7 Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

3.8 Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Reimbursement Agreement.

3.9 Notices. Except as otherwise specifically provided herein, any notice that any party hereto may desire or may be required to give to any other party shall be in writing, and the delivery thereof by registered or certified or equivalent mail, postage prepaid, return receipt requested, by recognized overnight courier or by telecopy to the respective addresses and numbers of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service of notice hereunder:

- (a) If to Mortgagee: Downers Grove National Bank,
as Trustee
Curtiss and Main Streets
Downers Grove, Illinois 60515
Attention: Corporate Trust
Department
- (b) If to Mortgagor: North Suburban Young Men's
Christian Association
2705 Techny Road
Northbrook, Illinois 60062
Attention: Frank H. Mark

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

NORTH SUBURBAN YOUNG MEN'S
CHRISTIAN ASSOCIATION

By: [Signature]

Title: President, Board of Directors

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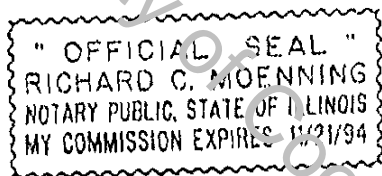
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STATE OF ILLINOIS)
COUNTY OF Cook) SS:

I, RICHARD C. MOENNING, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that LAURA S. BERNHARDT, personally known to me to be the PRESIDENT of North Suburban Young Men's Christian Association and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he/she signed and delivered the said instrument as his/her free and voluntary act and with due authorization, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 10 day of JUNE, 1992.



Richard C. Moenning
NOTARY PUBLIC

My commission expires 11-21, 1994.

This document was prepared by and upon recording should be returned to:

Charles R. Hug
Carlson and Hug
135 South LaSalle Street
Suite 1400
Chicago, Illinois 60603

(By 333)

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SCHEDULE A

Legal Description

THE EAST 289.0 FEET OF THE WEST 816.0 FEET OF THE SOUTH 452.55 FEET OF THE NORTH 485.55 FEET OF LOT 12 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 2705 Techny Road
Northbrook, Illinois 60062

Permanent Tax Number: 04-16-300-008

Permitted Encumbrances: Covenants, easements and restrictions
record.

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