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MORTGAGE, ASSIGNMENT OF LEASES  
AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

Dated as of August 27, 1992

Between

NORTHERN TRUST BANK/LAKE FOREST  
NATIONAL ASSOCIATION,  
NOT INDIVIDUALLY BUT AS TRUSTEE  
UNDER TRUST AGREEMENT DATED 12/26/91  
AND KNOWN AS TRUST NUMBER 9042

and

THE NORTHERN TRUST COMPANY

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COOK COUNTY RECORDER

This document prepared by  
and should be mailed to:

Rex A. Palmer, Esq.  
Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603



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Box 283

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## MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of August 27, 1992 by and between NORTHERN TRUST BANK/LAKE FOREST NATIONAL ASSOCIATION, not individually but as Trustee under Trust Agreement dated 12/26/91 and known as Trust Number 9042 (the "Trust"), having its principal office at Deerpath & Bank Lane, P.O. Box 391, Lake Forest, Illinois 60045 (herein, together with its successors and assigns, the "Mortgagee"), and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (herein, together with its successors and assigns, called the "Mortgagee").

### R E C I T A L S

A. Term Loan Agreement and Term Note. Pursuant to a certain Term Loan Agreement dated as of even date herewith, (herein, as the same may be amended, supplemented, revised or restated from time to time called the "Loan Agreement") by and between Santello Family Partnership (the "Borrower"), the owner of 100 percent of the beneficial interest in the Trust, as borrower of the loan made thereunder, and the Mortgagee as lender thereunder. The Borrower has executed and delivered to the Mortgagee that certain Term Note (herein such Term Note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note"), dated as of even date herewith and due and payable in full if not sooner paid on or before August 31, 1999, subject to acceleration as set forth in the Loan Agreement, payable to the order of the Mortgagee in the original face amount of Four Hundred Twenty-Eight Thousand Eight Hundred Eighty-Four Dollars (\$428,884), which amount shall be adjusted as set forth in the Loan Agreement, bearing interest as provided in the Loan Agreement on the principal amount thereof from time to time outstanding. All principal and interest on the Note shall be payable in lawful money of the United States of America at the office of The Northern Trust Company in Chicago, Illinois. The Borrower is or will become justly indebted to the Mortgagee in the amounts evidenced by the Note (the "Loan Amount") in accordance with the terms of the Note and the Loan Agreement. Unless otherwise defined herein or defined by reference to other documents or instruments, terms used herein which are defined or defined by reference to other documents or instruments in the Loan Agreement shall have the same meanings when used herein as such terms have therein. The interest rate on the Note may vary from time to time in accordance with a formula set forth in the Loan Agreement.

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B. Related Documents. The Loan Agreement, the Term Note, this Mortgage and any other documents and instruments executed and delivered by or for the benefit of the Borrower or the Mortgagor, or whether pursuant to the terms of the Loan Agreement or otherwise, in connection with the Note or security therefor, or for the purpose of supplementing or amending all or any of the foregoing, all of which, as the same may be amended, modified or supplemented from time to time, are hereinafter referred to as the "Related Documents."

C. The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes the following which, however, in no event shall exceed four times the Loan Amount: all obligations to the Mortgagee and its successors and assigns of the Mortgagor and the Borrower under or in connection with the Loan Agreement, the Note or any of the other Related Documents including, without limitation, all other obligations of the Mortgagor and the Borrower, to the Mortgagee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, or now or hereafter existing, or due or to become due, which arise out of or in connection with the Loan Agreement, the Note or any of the other Related Documents, including, without limitation, all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee under or with respect to, this Mortgage, all of the covenants, obligations and agreements (and the truth of all representations and warranties to the Mortgagee) in, under or pursuant to the Note, this Mortgage and the other Related Documents, any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined) and other collateral under the Related Documents, to perform any obligation of the Mortgagor hereunder and any obligation of the Mortgagor under the Related Documents or collect any amount owing to the Mortgagee which is secured hereby or under the Related Documents; interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage, the Related Documents and the Liabilities.

D. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all right, title and interest of the Mortgagor in and to all of the following:

i. Real Estate. All of the land described on Exhibit A attached hereto (the "Land"); all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim,

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demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

ii. Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned by the Mortgagor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned by the Mortgagor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

iii. Personal Property. All furniture, furnishings, equipment (including, without limitation, the freezer and storage facility, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) and all other tangible property of any kind or character now or hereafter owned by the Mortgagor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere, including, without limitation, all rights of the Mortgagor under any lease to furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease, and all rights under and to all payments and deposits required by the provisions of Section 1.20 of Article I below, but excluding Inventory and proceeds thereof (all of the foregoing is herein referred to collectively as the "Goods");

iv. Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

v. Leases. All rights of the Mortgagor under all leases (including the Lease described on Exhibit B, as amended from time to time), licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against

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guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases");

vi. Plans. All rights of the Mortgagor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Real Estate (all of the foregoing is herein called the "Plans");

vii. Contracts for Construction or Services. All rights of the Mortgagor, if any, under any contracts executed by the Mortgagor 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 Real Estate or the Improvements, including any architect's contract (all of the foregoing is herein referred to collectively as the "Contracts for Construction");

viii. Contracts for Sale or Financing. All rights of the Mortgagor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Mortgagor has, with the prior written consent of the Mortgagee, obtained the agreement of any Person to pay or disburse any money for the Mortgagor's sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing is herein referred to collectively as the "Contracts for Sale");

ix. Permits and Licenses. All rights of the Mortgagor, if any, under all permits and licenses issued by any governmental entity or authority having jurisdiction over the Premises (as hereinafter defined) and used in connection with the Real Estate, including, by way of example and not limitation, liquor licenses (to the extent assignable as permitted by applicable law) and operating permits; and

x. Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises".)

## G R A N T

NOW THEREFORE, for and in consideration of the Mortgagee's making any loan, advance or other financial accommodation to or for the benefit of the Mortgagor, including sums advanced under the Note, and in consideration of the various agreements contained herein, in the Note, the Loan Agreement and any other Related Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by

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the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities,

THE MORTGAGOR HEREBY MORTGAGES, ~~WARRANTS~~<sup>pp</sup>, CONVEYS, TRANSFERS AND ASSIGNS TO THE MORTGAGEE, AND GRANTS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO, ALL OF THE COLLATERAL,

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with ~~and warrants~~<sup>pp</sup> to the Mortgagee and the purchaser at any foreclosure sale: that at the execution and delivery hereof it is well seized of the Premises, and of a good, indefeasible estate therein, in fee simple; that the Collateral is free from all encumbrances whatsoever (and any claim of any other Person thereto) other than the security interest granted to the Mortgagee herein and pursuant to the Related Documents, the Liens described in Section 5.4 of the Loan Agreement (the "Permitted Exceptions"); that it has good and lawful right to sell, mortgage and convey the Collateral; and that it and its successors and assigns will forever ~~warrant and~~<sup>pp</sup> defend the Collateral against all claims and demands whatsoever with the exception of the Permitted Exceptions.

## I. COVENANTS AND AGREEMENTS OF THE MORTGAGOR

Further to secure the payment and performance of the Liabilities, the Mortgagor hereby covenants, ~~warrants and~~<sup>pp</sup> agrees with the Mortgagee as follows:

1.1 Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, all amounts due under the Note and all other Liabilities (including fees and charges). All sums payable by the Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. The Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.

1.2 Payment of Taxes. The Mortgagor will pay or cause to be paid before delinquent all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against

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the Collateral or any property used in connection therewith, and will pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the Related Documents, whether levied against the Mortgagor or the Mortgagee or otherwise, and will submit to the Mortgagee all receipts showing payment of all of such taxes, assessments and charges; provided, however, that the Mortgagor shall not (unless otherwise required by law) be required to pay any such taxes, assessments, levies, claims, charges, expenses or liens which are being contested in good faith and by appropriate proceedings and as to which reserves are being maintained in accordance with GAAP so long as forfeiture of any part of the Collateral will not result from the failure of the Mortgagor to pay any such taxes, assessments, levies, claims, charges, expenses or liens during the period of any such contest. The Mortgagor's making any payments and deposits required by the provisions of Section 1.19 of this Article I shall not relieve the Mortgagor of, or diminish in any way, its obligations as set out in this Section 1.2.

1.3 Maintenance and Repair. The Mortgagor will: not abandon the Premises; not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage, ordinary wear and tear excepted; not remove or demolish any of the Improvements except in the event of an emergency to protect human health or safety or the environment; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any changes, additions or alterations to the Premises or the Improvements except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Improvements in ordinary, safe and insurable condition and repair as the same now is or shall hereafter be put (ordinary wear and tear excepted) and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction, not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds in ordinary and neat order and repair.

1.4 Sales; Liens. Except as expressly permitted under the Loan Agreement, the Mortgagor will not: sell, contract to sell, assign, transfer or convey, or permit to be transferred or conveyed, the Collateral or any part thereof or any interest or estate in any thereof (including any conveyance into a trust or any conveyance of the beneficial interest in any trust that may be holding title to the Premises) or remove any of the Collateral from the Premises or from the state in which the Real Estate is located (unless Mortgagor shall replace such Collateral on the Premises); or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Collateral or any part thereof, except those of current taxes not then due and payable, the Permitted Exceptions and mechanics'

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liens being diligently contested in good faith and otherwise in accordance with Section 1.2.

1.5 Access by Mortgagee. The Mortgagor will at all times: deliver to the Mortgagee, upon Mortgagee's request, either all of its executed originals (in the case of chattel paper or instruments) or certified copies (in all other cases) of all Leases, agreements creating or evidencing Plans, Contracts for Construction, Contracts for Sale, all amendments and supplements thereto, and any other document which is, or which evidences, governs, or creates, Collateral.

1.6 Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments on the principal portion of the Loan Amount), assessment or imposition upon this Mortgage, the Note, any of the other Liabilities, or any of the other Related Documents, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to this Mortgage, the Note, or any of the other Related Documents, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee as they become due and payable. If any law or regulation is enacted or adopted permitting, authorizing or requiring any tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then all sums hereby secured shall become immediately due and payable at the option of the Mortgagee. Thereafter, if the Mortgagor fails to make payment of all such sums within 5 days of the Mortgagee's demand therefor, such failure shall constitute a Default (hereinafter defined) hereunder and all sums hereby secured shall become immediately due and payable at the option of the Mortgagee.

1.7 Insurance. The Mortgagor will at all times maintain or cause to be maintained on the Improvements and on all other Collateral, all insurance required at any time or from time to time under the Loan Agreement. The Mortgagor's making any payments and deposits required by the provisions of Section 1.19 of this Article I shall not relieve the Mortgagor of, or diminish in any way, its obligations as set out in this Section 1.7. The Mortgagor agrees that any loss paid to the Mortgagee under any of such insurance policies shall be held by the Mortgagee and shall be applied if a Default has occurred, at the option of the Mortgagee, toward pre-payment of the Note or any of the other Liabilities, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral and shall be applied if no Default has occurred or is continuing, at the option of the Mortgagor, toward pre-payment of the Note or any of the other Liabilities, or to the rebuilding or repairing of the damaged or



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destroyed Improvements or other Collateral; provided, however, that any proceeds of insurance made available for the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral shall be subject to the following conditions:

i. no Default under this Mortgage or the Related Documents shall have occurred or be continuing (and if such an event shall occur during restoration, the Mortgagee may, at its election, apply any insurance proceeds then remaining in its hands to the reduction of the indebtedness evidenced by the Note and the other Liabilities);

ii. the Mortgagor shall have submitted to the Mortgagee plans and specifications for the restoration which shall be reasonably satisfactory to it, which plans and specifications shall not be substantially modified, changed or revised without the Mortgagee's prior written consent and shall be in conformity with all governmental regulations, including, without limitation, building, zoning, land use and environmental regulations;

iii. the Mortgagor, if so requested by the Mortgagee, shall have submitted to the Mortgagee fixed price contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration and providing for a total completion price not in excess of the amount of insurance proceeds available for restoration, or, if a deficiency shall exist, the Mortgagor shall have deposited the amount of such deficiency with the Mortgagee;

iv. any insurance proceeds in excess of \$10,000 to be released pursuant to the foregoing provisions may, at the option of the Mortgagee, be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements may, at the Mortgagee's option, be made directly to the Mortgagor or to or through any contractor or materialman to whom payment is due or to or through a construction escrow to be maintained by a title insurer reasonably acceptable to the Mortgagee;

v. the Mortgagee may impose such further conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien;

vi. all title insurance charges and other costs and expenses paid to or for the account of the Mortgagor in connection with the release of such insurance proceeds shall constitute so much additional indebtedness secured hereby to be payable upon demand with interest thereafter at the rate determined pursuant to of the Loan Agreement, or such lower

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maximum rate as shall be legal under applicable law (the "Default Rate"). The Mortgagee may deduct any such costs and expenses from insurance proceeds at any time standing in its hands;

vii. if the Mortgagor fails to complete restoration within a reasonable time but in all cases in compliance with any time period provided under applicable requirements of governmental authorities and insurance underwriters, the Mortgagee shall have the right, but not the obligation, to restore or rebuild the Improvements and the other Collateral, or any part thereof, for or on behalf of the Mortgagor in lieu of applying said proceeds to the indebtedness hereby secured and for such purpose may do all necessary acts, including using funds deposited by the Mortgagor as aforesaid and advancing additional funds for the purpose of restoration, all such additional funds to constitute part of the indebtedness hereby secured payable upon demand with interest at the Default Rate.

Any insurance proceeds which exceed the cost of repairing or restoring the Improvements or other Collateral shall be applied toward pre-payment of the Note or the other Liabilities. The Mortgagor hereby empowers the Mortgagee upon the occurrence of a Default, in its discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder. The Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and the Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

1.8 Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which the Mortgagor hereby assigns to the Mortgagee), and all Condemnation Awards so received shall be forthwith applied, if a Default has

occurred, as the Mortgagee may elect in its sole and unreviewable discretion, to the pre-payment of the Note or any of the other Liabilities, or to the repair and restoration of any property not so taken or damaged, and if no Default has occurred and a total taking has not occurred then the Condemnation Awards shall be applied, at the option of the Mortgagor, toward pre-payment of the Note or any of the other Liabilities, or to rebuilding or repairing of the property so taken or damaged, provided, however, that no election under this section shall relieve the Mortgagor of the duty to repair and restore; provided, however, that any Condemnation Awards made available for the repairing or restoring of the damaged or taken property shall be subject to the conditions set forth in Section 1.7 hereof. Any Condemnation Awards which exceed the cost of repairing or restoring the damaged or taken property shall be applied toward pre-payment of the Note or other Liabilities. The Mortgagor hereby empowers the Mortgagee upon the occurrence of a Default, in the Mortgagee's absolute discretion to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof.

1.9 No Mechanics' Liens. Except for the Permitted Exceptions, the Mortgagor will not suffer any mechanic's, laborer's or materialmen's lien to remain outstanding upon the Premises or any part thereof. Anything herein contained to the contrary notwithstanding, the Mortgagor shall not be deemed in Default with respect to the provisions of this Section if the Mortgagor provides the Mortgagee with written notice of the Mortgagor's good faith intention to diligently contest such claim or lien (and the Mortgagor does so contest such claim or lien) at the Mortgagor's sole expense and, if requested by the Mortgagee, the Mortgagor furnishes to the Mortgagee either a bond, in form and with sureties reasonably satisfactory to the Mortgagee, an updated title insurance policy or endorsement to the Mortgagee's existing policy acceptable to the Mortgagee indemnifying or insuring Mortgagee against any loss, cost, damage or expense on account of any such lien claim or a cash deposit with the Mortgagee in an amount satisfactory to the Mortgagee. The Mortgagor agrees to promptly deliver to the Mortgagee a copy of any notices that the Mortgagor receives with respect to any pending or threatened lien or the foreclosure thereof. It is further expressly made a covenant and condition hereof that the lien of this Mortgage shall extend to all right, title and interest of the Mortgagor in any and all improvements and fixtures now or hereafter on the Premises, prior to any other lien thereon that may be claimed by any Person, so that subsequently accruing claims for lien on the Premises shall be junior and subordinate to this Mortgage. All contractors, subcontractors, and other parties dealing with the Premises, or with any parties interested therein, are hereby required to take notice of the foregoing provisions.

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1.10 Continuing Priority. The Mortgagor will: pay such fees, taxes and charges, execute and file (at the Mortgagor's expense) such financing statements, obtain such acknowledgements or consents, notify such obligors or providers of services and materials and do all such other acts and things as the Mortgagee may from time to time request to establish and maintain a valid and perfected first and prior lien on and security interest in the Collateral; maintain its office and principal place of business at all times at the address shown above unless Mortgagor notifies Mortgagee otherwise; keep all of its books and records relating to the Collateral on the Premises or at such address unless Mortgagor notifies Mortgagee otherwise; keep all tangible Collateral on the Real Estate except as the Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable the Mortgagee, as well as third parties, to determine the interest of the Mortgagee hereunder; and not collect any rents or the proceeds of any of the Leases more than 30 days before the same shall be due and payable except as the Mortgagee may otherwise consent in writing.

1.11 Utilities. The Mortgagor will pay or cause to be paid all utility charges incurred in connection with the Collateral promptly when due and maintain all utility services available for use at the Premises.

1.12 Contract Maintenance; Other Agreements; Leases. The Mortgagor will, for the benefit of the Mortgagee, fully and promptly keep, observe, perform and satisfy each obligation, condition, covenant, and restriction of the Mortgagor affecting the Collateral or imposed on it under any agreement between Mortgagor and a third party relating to the Collateral or the Liabilities secured hereby, including, without limitation, the Leases, the Contracts for Sale and Contracts for Construction (collectively, the "Third Party Agreements"), so that there will be no default thereunder and so that the Persons (other than the Mortgagor) obligated thereon shall be and remain at all times obligated to perform for the benefit of the Mortgagee; and the Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such Person to avoid such performance. Without the prior written consent of the Mortgagee, the Mortgagor shall not (i) make or permit any termination or amendment of the rights of the Mortgagor under any Third Party Agreement unless immaterial and in the ordinary course of business; (ii) collect rents or the proceeds of any Leases more than 30 days before the same shall be due and payable; (iii) modify or amend any Leases in any respect whatsoever unless such modification or amendment is immaterial and in the ordinary course of business, or, except where the lessee under a Lease is in default, cancel or terminate the same or accept a surrender of the leased premises under a Lease; (iv) consent to the assignment or subletting of the whole or any portion of any lessee's interest under any Leases, or grant any options to renew on terms less favorable to the Mortgagor than

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the present Leases; (v) create or permit any lien or encumbrance which, upon foreclosure, would be superior to any Leases; or (vi) in any other manner impair Mortgagee's rights and interest with respect to the Rents. The Mortgagor shall promptly deliver to the Mortgagee copies of any demands or notices of default received by the Mortgagor in connection with any Third Party Agreement and allow the Mortgagee the right, but not the obligation, to cure any such default. All security or other deposits, if any, received from tenants under the Leases shall be segregated and maintained in an account satisfactory to the Mortgagee and in compliance with the law of the state where the Premises are located and with an institution satisfactory to the Mortgagee.

1.13 Notify the Mortgagee of Default. The Mortgagor shall notify the Mortgagee in writing forthwith upon learning of the occurrence of any Default hereunder, which notice shall describe such Default and the steps being taken by the Mortgagor with respect thereto.

1.14 No Assignments; Future Leases. The Mortgagor will not cause or permit any Rents, Leases, Contracts for Sale, or other contracts relating to the Premises to be assigned, transferred, conveyed, pledged or disposed of to any party other than the Mortgagee without first obtaining the express written consent of the Mortgagee to any such assignment or permit any such assignment to occur by operation of law. In addition, the Mortgagor shall not cause or permit all or any portion of or interest in the Premises or the Improvements to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any Person, except with the prior written consent of the Mortgagee and, if granted, under Leases approved in writing by the Mortgagee.

## 1.15 Assignment of Leases and Rents and Collections.

a. All of the Mortgagor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Mortgagee to be applied by the Mortgagee in payment of all sums due under the Note, the other Liabilities and all other sums payable under this Mortgage. Prior to the occurrence of any Default, the Mortgagor shall have a license to collect and receive all Rents and other amounts, which license shall be terminated at the sole option of the Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon the Mortgagor, upon the occurrence of any Default. It is understood and agreed that neither the foregoing assignment to the Mortgagee nor the exercise by the Mortgagee of any of its

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rights or remedies under Article IV hereof shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Collateral by such receiver, be deemed to make the Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee under any Leases, each guarantor of any of the Leases and any other Person obligated under any of the Collateral to pay all Rents and other amounts to the Mortgagee without proof of the Default relied upon. The Mortgagor hereby irrevocably authorizes each such Person to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents and other amounts due or to become due.

b. The Mortgagor shall apply the Rents and other amounts to the payment of all necessary and reasonable operating costs and expenses of the Collateral, debt service on the Liabilities and otherwise in compliance with the provisions of the Loan Agreement.

c. The Mortgagor shall at all times fully perform the obligations of the lessor under all Leases. The Mortgagor shall at any time or from time to time, upon request of the Mortgagee, transfer and assign to the Mortgagee in such form as may be satisfactory to the Mortgagee, the Mortgagor's interest in the Leases, subject to and upon the condition, however, that prior to the occurrence of any Default hereunder the Mortgagor shall have a license to collect and receive all Rents under such Leases upon accrual, but not prior thereto, as set forth in paragraph (a) above.

d. The Mortgagee shall have the right to assign the Mortgagee's right, title and interest in any Leases to any subsequent holder of this Mortgage or any participating interest therein or to any Person acquiring title to all or any part of the Collateral through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to the Mortgagee. Upon the occurrence of any Default, the Mortgagee shall have the right to execute new leases of any part of the Collateral, including leases that extend beyond the term of this Mortgage. Upon the occurrence of a Default, the Mortgagee shall have the authority, as the Mortgagor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of the Mortgagor and to bind the Mortgagor on all papers

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and documents relating to the operation, leasing and maintenance of the Collateral.

1.16 The Mortgagee's Performance. Subject to the last sentence of this Section 1.16, if the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagee may (but need not) after notice to Mortgagor and failure to cure, as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage) with interest thereon at the Default Rate, shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, the Mortgagee may (but need not) do all or any of the following: make payments of principal or interest or other amounts on any lien, encumbrance or charge on any of the Collateral; complete construction; make repairs; collect rents; prosecute collection of the Collateral or proceeds thereof; purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof; contest any tax or assessment; and redeem from any tax sale or forfeiture affecting the Premises. In making any payment or securing any performance relating to any obligation of the Mortgagor hereunder, the Mortgagee shall be the sole judge of the legality, validity and amount of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of the Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default. Notwithstanding the foregoing, the Mortgagee shall not exercise the rights granted to it under this Section 1.16 unless a Default has occurred and is continuing, provided, however, that the Mortgagee may exercise such rights prior to a Default if any performance or other exercise of the rights granted hereunder are, in the Mortgagee's reasonable discretion, necessary to preserve the Collateral or the Mortgagee's security interest therein such as (by way of illustration and not of limitation) repairs or measures to prevent immediate and material damage to all or any portion of the Collateral or the renewal or replacement of insurance about to expire thereon.

1.17 Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the loan secured hereby, the Mortgagee shall have and be entitled to a lien or other interest on the Collateral equal in priority to the lien or other interest discharged and the Mortgagee shall be

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subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee as security for the Liabilities.

1.18 Hazardous Material. Except as disclosed in Schedule A attached to Loan Agreement, (a) all facilities and property (including underlying groundwater) currently owned, leased or operated by the Mortgagor have been and continue to be owned, leased or operated by the Mortgagor in material compliance with all Environmental Laws (as hereinafter defined); (b) Mortgagor's beneficiary pp has not received any, and to its knowledge there are no (i) claims, complaints, notices or requests for information received by the Mortgagor with respect to any material alleged violation of any Environmental Law, or (ii) complaints, notices or inquiries to the Mortgagor regarding potential material liability under any Environmental Law; (c) there have been no releases as defined in the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA") ("Releases") of Hazardous Materials (hereinafter defined) in violation of any Environmental Law at, on or under any property now or previously owned or leased (which releases occurred at any time during Mortgagor's ownership or lawful leasehold possession of such property) by the Mortgagor's beneficiary pp that, singly or in the aggregate, have, or may reasonably be expected to have, a materially adverse effect on the Mortgagor's or Premises; (d) the Mortgagor has been issued and is in material compliance with all material permits, certificates, approvals, licenses and other authorizations relating to environmental matters and required by applicable Environmental Law for the conduct of its businesses; (e) no property owned or leased by the Mortgagor is listed or proposed for listing on the National Priorities List pursuant to CERCLA or on the Comprehensive Environmental Response Compensation Liability Information System List ("CERCLIS") or any similar list of sites requiring investigation or cleanup; (f) there are no underground storage tanks, active or abandoned, including petroleum storage tanks, on or under any property owned or leased by the Mortgagor that, singly or in the aggregate, have, or may reasonably be expected to have, a materially adverse effect on the Mortgagor or the Premises; (g) the Mortgagor has not transported or arranged for the transportation of any Hazardous Material to any location which is listed or proposed for listing on the National Priorities List pursuant to CERCLA, on the CERCLIS or any similar list or which is the subject of any enforcement actions or other investigations which may lead to material claims against the Mortgagor for any remedial work, damage to natural resources or personal injury, including claims under CERCLA; (h) there are no polychlorinated biphenyls or friable asbestos present at any property owned or leased by the Mortgagor that, singly or in the aggregate, have, or may reasonably be expected to have, a materially adverse effect on the Mortgagor or Premises; and (i) no conditions exist at or under any property owned or leased by the Mortgagor which, with the passage of time, or the giving of

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notice or both, would give rise to material liability under any Environmental Law.

The Mortgagor shall: <sup>Administrative</sup> (a) use and operate the Premises in material compliance with all Environmental Laws, keep all legally required permits, approvals, certificates, licenses and other authorizations relating to environmental matters in effect and remain in material compliance therewith, and handle all Hazardous Materials in material compliance with all applicable Environmental Laws; (b) immediately notify the Mortgagee and provide copies upon receipt of all material written claims, complaints, notices or inquiries relating to its compliance with Environmental Laws, and either promptly cure any violation of Environmental Law or within six (6) months of the filing of such claim or receipt of such notice have dismissed with prejudice to the satisfaction of the complaining authority any actions and proceedings relating to compliance with Environmental Laws; and (c) provide such information and certifications which the Mortgagee may reasonably request from time to time to evidence compliance with this Section 1.18.

The Mortgagor hereby <sup>Administrative</sup> indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims 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 releases from the Premises or the Real Estate of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA, any applicable 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 on conduct concerning any Hazardous Material), regardless of whether or not caused by, or within the control of, the Mortgagor. <sup>Administrative</sup> Such indemnity shall not apply for actions or events occurring on the Premises after Mortgagee or its successor takes possession of the Premises, but shall survive for all matters occurring before Mortgagee or its successor takes possession of the Premises.

For purposes of this Mortgage, "Hazardous Materials" shall mean (i) any "hazardous substance", as defined by CERCLA; (ii) any "hazardous waste", as defined by the Resource Conservation and Recovery Act, as amended; (iii) any petroleum product, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemical material or substance within the meaning of any Environmental Law relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended.

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For purposes of this Mortgage, "Environmental Laws" shall mean all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations and guidelines (including consent decrees and administrative orders) relating to public health and safety and protection of the environment.

1.19 Reserve for Taxes, Assessments, Insurance and Ground Rents. Except as otherwise provided in the last paragraph of this Section 1.19 the Mortgagor covenants and agrees to pay to the Mortgagee monthly until the Note and all of the other Liabilities have been paid in full, in addition to the monthly payments of principal and interest under the terms of the Note and concurrently therewith monthly until the said Note are fully paid, the following sums: A sum equal to taxes and assessments next due upon the Premises (all as estimated by the Mortgagee) and the premiums that will next become due and payable on policies of fire, rental value and other insurance covering the Premises required under the terms of this Mortgage, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and insurance premiums will become due and payable, such sums to be held by the Mortgagee with interest accruing thereon, to pay each of the said items.

All payments described above in this Section shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the foregoing items in such order as the Mortgagee shall elect in its sole discretion. The interest which shall accrue on such payments shall be held by Mortgagee until such time as such payments are not required under this Mortgage.

Except as otherwise provided in the last paragraph of this Section 1.19 the Mortgagor shall also pay to the Mortgagee, at least 30 days prior to the due date of any taxes, assessments or insurance premiums levied on, against or with respect to the Premises, such additional amount as may be necessary to provide the Mortgagee with sufficient funds to pay any such tax, assessment, insurance premiums, rent and additional rent under this Section 1.19 at least 30 days in advance of the due date thereof. The Mortgagor's failure timely to make any payments required under this Section 1.19 shall be a Default under this Mortgage.

Except as otherwise provided in the last paragraph of this Section 1.19 the Mortgagee shall, within 20 days of receipt from the Mortgagor of a written request therefor together with such supporting documentation as the Mortgagee may reasonably require (including, without limitation, official tax bills or, as applicable, statements for insurance premiums or rent and additional rent), cause proper amounts to be withdrawn from such account and paid directly to the appropriate tax collecting authority or insurer. Even though the Mortgagor may have made all appropriate payments to the Mortgagee as required by this Mortgage, the Mortgagor shall nevertheless have full and sole

responsibility at all times to cause all taxes, assessments, insurance premiums and rent and additional rent to be fully and timely paid, and the Mortgagee shall have no responsibility or obligation of any kind with respect thereto except with respect to payments required to be made by the Mortgagor hereunder for which the Mortgagee has received funds to cover such payments in full and all statements, invoices, reports or other materials necessary to make such payments, all not less than 30 days prior to the deadline for any such payment. If at any time the funds so held by the Mortgagee shall be insufficient to cover the full amount of all taxes, assessments, insurance premiums, rent and additional rent then accrued (as estimated by the Mortgagee) with respect to the then-current twelve-month period, the Mortgagor shall, within 10 days after receipt of notice thereof from the Mortgagee deposit with the Mortgagee such additional funds as may be necessary to remove the deficiency. Failure to do so within such 10-day period shall be a Default hereunder and all sums hereby secured shall immediately become due and payable at the option of the Mortgagee. If the Premises are sold under foreclosure or are otherwise acquired by the Mortgagee, accumulations under this Section 1.12 may be applied to the Liabilities in such order of applications as the Mortgagee may elect in its sole discretion.

Anything contained in this Section 1.12 to the contrary notwithstanding, the Mortgagee hereby (by acceptance of this Mortgage and without the necessity of any written waiver, consent or acknowledgment from the Mortgagor) waives the requirement of all deposits described in this Section 1.12, provided, however, that the Mortgagee shall have the right, in its sole discretion, to rescind such waiver from and after the occurrence of any Default hereunder.

## 2 DEFAULT

Each of the following shall constitute a default ("Default") hereunder:

2.1 The Loan Agreement. The occurrence of an Event of Default under the terms and provisions of the Loan Agreement; or

2.2 Provisions of this Mortgage. The occurrence of any event expressly designated as a Default by any other provision of this Mortgage.

## 3 REMEDIES

3.1 Acceleration. Upon the occurrence of any Default, the entire indebtedness evidenced by the Note and all other Liabilities together with interest thereon as provided by the

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Loan Agreement may become immediately due and payable as set forth in the Loan Agreement.

3.2 Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Note or any of the Related Documents, or otherwise, or available under applicable law or in equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in the Note or any other Related Documents or any other written agreement or instrument relating to any of the Liabilities or any security therefor.

3.3 Possession of Premises; Remedies under Note and Related Documents. The Mortgagor hereby waives all right to the possession, income, and rents of the Premises from and after the occurrence of any Default, and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to complete any construction in progress thereon at the expense of the Mortgagor, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of the Mortgagee in its sole discretion, to a reduction of such of the Liabilities in such order as the Mortgagee may from time to time elect. The Mortgagee, in addition to the rights provided under the Note and any other Related Documents is also hereby granted full and complete authority to enter upon the Premises, employ watchmen to protect the Improvements from depreciation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of Improvements to the Premises, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor. All such reasonable expenditures by the Mortgagee shall be Liabilities hereunder. Upon the occurrence of any Default, the Mortgagee may also exercise any or all rights or remedies under the Note and any other Related Documents.

3.4 Foreclosure; Receiver. Upon the occurrence of any Default, the Mortgagee shall also have the right immediately to

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foreclose this Mortgage. Upon the filing of any complaint for that purpose, the court in which such complaint is filed may, upon application of the Mortgagee or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any Person then liable for the payment of any of the Liabilities, without regard to the then value of the Premises or whether the same shall then be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without regarding any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Premises, to lease the same, to keep the buildings thereon insured and in good repair, and to collect all Rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption.

The court may, from time to time, authorize said receiver to apply the net amounts remaining in its hands, after deducting reasonable compensation for the receiver and its counsel as allowed by the court, in payment (in whole or in part) of any or all of the Liabilities, including without limitation the following, in such order of application as the Mortgagee may elect: (i) amounts due under the Note, (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage, (iii) reasonable costs and expenses of foreclosure and litigation involving the Collateral (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Premises, (v) any other lien or charge upon the Collateral or any portion thereof that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same and (vi) all moneys advanced by the Mortgagee to cure or attempt to cure any Default by the Mortgagor in the performance of any obligation or condition contained in any Related Documents or this Mortgage or otherwise, to protect the security hereof provided herein, or in any Related Documents, with interest on such advances at the Default Rate. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor, upon reasonable request. This Mortgage may be foreclosed once against all, or successively against any portion or portions, of the Premises, as the Mortgagee may elect, until all of the Premises have been foreclosed against and sold. As part of the foreclosure, the Mortgagee in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Premises, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Mortgagee may elect, and in one sale or in any number of separate sales held at one time or at any number of times, all in any manner and upon such notice as provided by applicable law. Upon the completion of any such sale or sales, Mortgagee shall transfer and deliver, or cause to be transferred and delivered,

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to the purchaser or purchasers the property so sold, in the manner and form as provided by applicable law, and Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof. In the case of any sale of the Premises pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including court costs, reasonable attorneys' fees, stenographers' fees, costs of advertising, and costs of title insurance and any other documentary evidence of title, shall be paid by the Mortgagor.

3.5 Remedies for Leases and Rents. If any Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto; (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, 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 of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's

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possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default without notice to the Mortgagor or any other Person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it 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; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities. The entering upon and taking possession of the Premises, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Default theretofore or thereafter occurring or affect any notice or Default hereunder or invalidate any act done pursuant to any such Default or notice, and, notwithstanding continuance in possession of the Premises or any part thereof by the Mortgagee or a receiver and the collection, receipt and application of the Rents, the Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of a Default. Any of the actions referred to in this Section 3.5 may be taken by the Mortgagee irrespective of whether any notice of Default has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured.

3.6 Performance of Third Party Agreements. The Mortgagee may, in its sole discretion at any time after the occurrence of a Default (or prior thereto if so provided elsewhere in this Mortgage), notify any Person obligated to the Mortgagor under or with respect to any Third Party Agreements of the existence of a Default, require that performance be made directly to the Mortgagee at the Mortgagor's expense, advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder and exercise, on behalf of the Mortgagor, any and all rights of the Mortgagor under the Third Party Agreements as the Mortgagee, in its sole discretion, deems necessary or

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appropriate; and the Mortgagor agrees to cooperate with the Mortgagee in all ways reasonably requested by the Mortgagee (including the giving of any notices requested by, or joining in any notices given by, the Mortgagee) to accomplish the foregoing.

3.7 No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder, under any of the Third Party Agreements or otherwise, and the Mortgagor shall and does hereby agree to indemnify against and hold the Mortgagee harmless of and from: any and all liabilities, losses or damages which the Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder; and any and all claims and demands whatsoever which may be asserted against the Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage under any of the Third Party Agreements or under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

3.8 Prepayment Charge. If this Mortgage or any obligation secured hereby provides for any charge for prepayment of any indebtedness secured hereby, the Mortgagor agrees to pay said charge if for any reason any of said indebtedness shall be paid prior to the stated maturity date thereof, including, without limitation, any payment resulting from acceleration of the indebtedness secured hereby as the result of a Default, and whether or not said payment is made prior to or at any sale held under or by virtue of this Article III.

## 4 GENERAL

4.1 Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other Person (except any Person expressly released in writing by the Mortgagee) for the payment or performance of any of the Liabilities or for the performance of



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any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any Person, release any Person liable for the payment or performance of the Note or any of the other Liabilities or any guaranty given in connection therewith; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Note or any of the other Liabilities or any guaranty given in connection therewith; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind for repayment of the Note or the other Liabilities or any guaranty given in connection therewith; release any Collateral or other property securing any or all of the Note or the other Liabilities or any guaranty given in connection therewith; make releases of any portion of the Premises; consent to the making of any map or plat of the Premises; consent to the creation of a condominium regime on all or any part of the Premises or the submission of all or any part of the Premises to the provisions of any condominium act or any similar provisions of law of the state where the Premises are located, or to the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or exercise or refrain from exercising, or waive, any right the Mortgagee may have.

4.2 Legal Expenses. The Mortgagor agrees to indemnify the Mortgagee from all loss, damage and expense, including (without limitation) reasonable attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party for the purpose of protecting the lien or priority of this Mortgage.

4.3 Related Documents. The Mortgagor covenants that it will timely and fully perform and satisfy all the terms, covenants and conditions of any and all Related Documents. If there shall be any inconsistency between the provisions of this Mortgage, the Loan Agreement or any of the Related Documents, the terms and provisions of the Loan Agreement shall prevail.

4.4 Security Agreement; Fixture Filing. This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Premises are located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Premises are located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any personal property that may now be or hereafter become such fixtures. For purposes of the foregoing, the Mortgagor is the debtor (with its address as set forth below) and the Mortgagee is the secured party (with its address as set forth below). If any item of Collateral hereunder also constitutes

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collateral granted to the Mortgagee under any other mortgage, agreement, document, or instrument, in the event of any conflict between the provisions of this Mortgage and the provisions of such other mortgage, agreement, document, or instrument relating to the Collateral, the provision or provisions selected by the Mortgagee shall control with respect to the Collateral.

4.5 Defeasance. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when the Mortgagee has no further obligation to make any advance, or extend any credit hereunder, under the Note or any Related Documents, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall promptly be made by the Mortgagee to the Mortgagor, at the expense of the Mortgagor.

4.6 Notices. All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission, and shall be deemed to be given for purposes of this Agreement, on the day that such writing is delivered or sent to the intended recipient thereof in accordance with the provisions of this Section. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section, notices and other communications shall be given to or made upon each party at its address (or its facsimile number) indicated below:

(i) if to the Mortgagor, Northern Trust Bank/Lake Forest, Deerpath & Bank Lane, P.O. Box 391, Lake Forest, Illinois 60045 Attention Land Trust Division; or

(ii) if to the Mortgagee, to 50 South LaSalle Street, Chicago, Illinois 60675 Attention: Division Head, Metropolitan West Division);

or to such other address as may be hereafter designated in writing by the respective parties hereto.

4.7 Successors; The Mortgagor; Gender. All provisions hereof shall bind the Mortgagor and the Mortgagee and their respective successors, vendees and assigns and shall inure to the benefit of the Mortgagee, its successors and assigns, and the Mortgagor and its permitted successors and assigns. The Mortgagor shall not have any right to assign any of its rights hereunder. Except as limited by the preceding sentence, the word "Mortgagor" shall include all Persons claiming under or through the Mortgagor and all Persons liable for the payment or performance by the Mortgagor of any of the Liabilities whether or not such Persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the

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plural the singular, and the use of any gender shall be applicable to all genders.

4.8 Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned by the Mortgagor to the Mortgagee or in the Mortgagee's possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

4.9 No Obligation on Mortgagee. This Mortgage is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding (i) the Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, (ii) the Mortgagee shall have no obligation or liability under or with respect to the Collateral by reason or arising out of this Mortgage and (iii) the Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under, pursuant to or with respect to any of the Collateral.

4.10 No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Mortgagee to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions. No amendment, waiver or supplement in any way affecting this Mortgage shall in any event be effective unless set out in a writing signed by the Mortgagee.

4.11 Governing Law, Submission to Jurisdiction. THIS MORTGAGE, TOGETHER WITH THE LOAN AGREEMENT, THE NOTE AND THE RELATED DOCUMENTS, SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WITH THE STATE OF ILLINOIS. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. Except as provided

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herein with respect to foreclosure or power of sale procedures, the Mortgagee may enforce any claim arising out of this Mortgage, the Note or the other Related Documents in any state or federal court having subject matter jurisdiction and located in Chicago, Illinois. For the purpose of any action or proceeding instituted with respect to any such claim, the Mortgagor has, pursuant to the terms of the Loan Agreement, irrevocably submitted to the jurisdiction of such courts and has irrevocably designated the Person whose name and address are set forth in the Loan Agreement to receive for and on behalf of the Mortgagor service of process in Illinois. The Mortgagor has, pursuant to the terms of the Loan Agreement, irrevocably consented to the service of process out of said courts by mailing a copy thereof in the manner set forth in the Loan Agreement and has agreed that such service, to the fullest extent permitted by law (i) shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding, and (ii) shall be taken and held to be valid personal service upon and personal delivery to it. Nothing herein contained shall affect the right of the Mortgagee to serve process in any other manner permitted by law or preclude the Mortgagee from bringing an action or proceeding in respect hereof in any other country, state or place having jurisdiction over such action. The Mortgagor irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

4.12 Waiver. The Mortgagor, on behalf of itself and all Persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, homestead, moratorium, valuation, exemption, stay, redemption and extension, statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Liabilities secured by this Mortgage, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, 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 of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. The Mortgagor, for itself and for all Persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales

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pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshalled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

4.13 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title. If this is a leasehold Mortgage, the Mortgagor further agrees that so long as any of the indebtedness secured by this Mortgage shall remain unpaid, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, the fee title and the leasehold estate in the Premises shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates either in the lessor or in the lessee, or in a third party, by purchase or otherwise; and the Mortgagor further covenants and agrees that, in case it shall acquire the fee title, or any other estate, title or interest in the Premises, this Mortgage shall attach to and cover and be a first lien upon such fee title or other estate so acquired, and such fee title or other estate so acquired by the Mortgagor shall be considered as mortgaged, assigned or conveyed to the Mortgagee and the lien hereof spread to cover such estate with the same force and effect as though specifically herein mortgaged, assigned or conveyed and spread. The provisions of this paragraph shall not apply in the event the holder of the Note secured hereby acquires the fee of the Premises except if the Mortgagee shall so elect.

4.14 Mortgagee Not a Joint Venturer or Partner. The Mortgagor and the Mortgagee acknowledge and agree that in no event shall the Mortgagee be deemed to be a partner or joint venturer with the Mortgagor. Without limitation of the foregoing, the Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Liabilities secured hereby, or otherwise.

4.15 Time of Essence. Time is declared to be of the essence in this Mortgage, the Note and the Related Documents and of every part hereof and thereof.

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4.16 No Third Party Benefits. This Mortgage, the Note and the other Related Agreements are made for sole benefit of the Mortgagor and the Mortgagee and, subject to the provisions of Section 4.7, their successors and assigns, and no other party shall have any legal interest of any kind under or by reason of any of the foregoing. Whether or not the Mortgagee elects to employ any or all the rights, powers or remedies available to it under any of the foregoing, the Mortgagee shall have no obligation or liability of any kind to any third party by reason of any of the foregoing or any of the Mortgagee's actions or omissions pursuant thereto or otherwise in connection with this transaction.

4.17 Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, Ill. Rev. Stat. ch. 110, Sec. 15-11091 et seq. (herein called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) Without in any way limiting or restricting any of the Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the Provisions of the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510, 15-1512, or any other provision of the Act whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

4.18 Trustee: Exculpation and Authority.

(a) This Mortgage is executed by the Trustee not individually or personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and

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agreed that nothing herein contained shall be construed as creating any liability on the Trustee personally to pay the Note or any interest that may accrue thereon or any of the indebtedness arising or accruing under or pursuant hereto or to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note, all such personal liability of the Trustee, if any, being expressly waived by the Mortgagee and by each and every person now or hereafter claiming any right or security under this Mortgage; provided, however, that nothing herein contained shall in any way limit the liability of the Borrower or of any guarantor or other obligor (not including the Trustee) hereunder or under the Mortgage, the Note or the Related Agreements.

(b) The Trustee hereby represents and Borrower warrants that it possesses full power and authority to execute and deliver this instrument.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage in Chicago, Illinois on the day and year first above written

*Bank of*  
Northern Trust ~~Company~~/Lake  
Forest National Association, not  
individually but as Trustee  
under Trust Agreement dated  
12/26/91 and known as Trust  
Number 9042

ATTEST:

By:

*Gerald L. Hoffman*  
Name: Gerald L. Hoffman  
Title: TRUST OFFICER

By:

*Gregory Peters*  
Name: Gregory Peters  
Title: SECOND VICE PRESIDENT

THE NORTHERN TRUST COMPANY

ATTEST:

By:

~~Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

By:

*Charles H. Craig*  
Name: Charles H. Craig  
Title: Commercial Banking Officer



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I, SHEILA K. FINKELBERG, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

PEGGY PEYERS

personally known to me to be the

SECOND VICE PRESIDENT

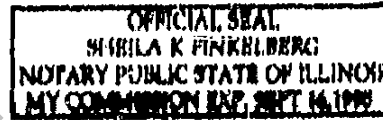
of Northern Trust Company/Lake Forest National Association, a national banking association, as Trustee as aforesaid and Gerald J. Hoffman, personally known to me to be the TRUST OFFICER Secretary of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such SECOND VICE PRESIDENT and

SECRETARY of said association, they signed and delivered the said instrument as SECRETARY and SECRETARY of said of said association pursuant to authority given by the Board of Directors of said association as Trustee as aforesaid, as their free and voluntary act, and as the free and voluntary act and deed of said association as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of <sup>August</sup>~~July~~, 1992.

Sheila K. Finkelberg  
Notary Public

(SEAL)



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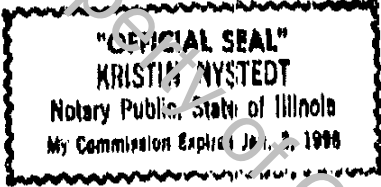
STATE OF ILLINOIS  
COUNTY OF COOK

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I, KRISTIN NYSTEDT, a Notary Public, do hereby certify that CHARLES H. CRAIG MCC, personally known to me to be the ~~Commercial Bank Officer~~ of The Northern Trust Company, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Deecee he signed and delivered the said instrument as Deecee of said corporation pursuant to authority, given by the board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27 day of August, 1992.



Kristin Nystedt  
Notary Public

[SEAL]

Proprietor of Cook County Clerk's Office

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## EXHIBIT A

### PARCEL A:

That part of Lot 3 in the West Grand Avenue Industrial District being Owners Division of part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

Commencing at a point in the East line of Lot 4 in said West Grand Avenue Industrial District (said East line having a bearing of South 00 degrees 00 minutes 35 seconds East) said point being 403.82 feet South of the Northeast corner of said Lot 4 as measured along said East line; thence South 89 degrees 55 minutes 56 seconds West, a distance of 337.33 feet to the point of beginning; thence South 00 degrees 01 minutes 58 seconds East, 130.15 feet; thence North 90 degrees 00 minutes 00 seconds West, 226.87 feet; thence North 00 degrees 03 minutes 54 seconds West, 129.88 feet; thence North 89 degrees 55 minutes 56 seconds East, 226.94 feet to the point of beginning, all in Cook County, Illinois.

### PARCEL B:

That part of Lot 3 in the West Grand Avenue Industrial District, being Owners Division of part of the West 1/2 of the East 1/2 of the Northeast 1/4 of of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

Commencing at a point in the East line of Lot 4 in said West Grand Avenue Industrial District (said East line having a bearing of South 00 degrees 00 minutes 35 seconds East) said point being 403.82 feet South of the Northeast corner of said Lot 4 as measured along said East line, thence South 89 degrees 55 minutes 56 seconds West a distance of 564.27 feet to the point of beginning; thence South 00 degrees 03 minutes 54 seconds East, 129.88 feet thence North 90 degrees 00 minutes 00 seconds West, 40.88 feet to a point in the Westerly line of said Lot 3; thence Northwesterly along said Westerly line which is the arc of circle, convex Westerly, having a radius of 350.26 feet, a chord bearing of North 02 degrees 04 minutes 51 seconds West, a distance of 1.72 feet to a point of target; thence continuing along the Westerly line of said Lot 3, North 01 degrees 56 minutes 24 seconds West, 53.43 feet to a point of curve; thence continuing along the Westerly line of said Lot 3, which is the arc of a circle, convex Easterly, having a radius of 368.26 feet, a chord bearing of North 04 degrees 50 minutes 24 seconds West, an arc distance of 38.99 feet to a point of tangent; thence North 08 degrees 00 minutes 24 seconds West, 26.22 feet; thence North 89 degrees 55 minutes 56 seconds East 51.03 feet to the point of beginning, all in Cook County, Illinois.

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## PARCEL C:

That part of Lot 3 in the West Grand Avenue Industrial District, being Owners Division of part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the East line of Lot 4 in said West Grand Avenue Industrial District (said East line having a bearing of South 00 degrees 00 minutes 35 seconds East) said point being 403.82 feet South of the Northeast corner of said Lot 4 as measured along said East line, thence South 89 degrees 55 minutes 56 seconds West a distance of 337.33 feet; thence South 00 degrees 01 minutes 58 seconds East a distance of 130.15 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 28.43 feet to the point of beginning; thence South 00 degrees 09 minutes 50 seconds East, 194.37 feet to a point in the Southwesterly line of said Lot 3; thence North 62 degrees 46 minutes 06 seconds West along said Southwesterly line a distance of 286.71 feet to a point in the Westerly line of said Lot 3; thence Northerly along said Westerly line, which is the arc of a circle, convex Westerly, having a radius of 350.26 feet, a chord bearing of North 08 minutes 35 seconds 46 seconds West, a distance of 77.94 feet; thence South 90 degrees 00 minutes 00 seconds East, 239.32 feet to the point of beginning.

## PARCEL D:

An easement of ingress and egress for the benefit of Parcel A and Parcel B over the following described property

Part of Lots 3 and 4 in the West Grand Avenue Industrial District, being Owners Division of part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the East line of said Lot 4, 366.82 feet South of the Northeast corner of said Lot 4, as measured along said East line; thence South 00 degrees 00 minutes 30 seconds East along said East line a distance of 37.00 feet; thence South 89 degrees 55 minutes 56 seconds West a distance of 615.30 feet to a point in the West line of said Lot 3; thence North 08 degrees 00 minutes 24 seconds West along the West line of said Lot 3 a distance of 37.36 feet; thence North 89 degrees 55 minutes 56 seconds East a distance of 620.49 feet to the point of beginning, all in Cook County, Illinois.

## PARCEL E:

Part of Lots 3 and 4 in the West Grand Avenue Industrial District, being Owners Division of part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 31, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: Beginning at a point in the East line of said Lot 4, 403.82 feet South of the Northeast corner of said Lot 4, as measured along said East line; thence South 00 degrees 00 minutes 35 seconds East, 422.87 feet to a point 90.00 feet North of the Southeast corner of said Lot 4; thence North 62 degrees 46 minutes 06 seconds West, 166.00 feet; thence South 00 degrees 00 minutes 35 seconds East, 90.00 feet to a point in the South line of said Lot 3; thence North 62 degrees 46 minutes 06 seconds West along the South line of said Lot 3 a distance of 244.73 feet; thence North 09 degrees 09 minutes 50 seconds West a distance of 194.37 feet; thence South 90 degrees 00 minutes 00 seconds East a distance of 28.43 feet; thence North 00 degrees 01 minutes 58 seconds West a distance of 130.15 feet; thence North 89 degrees 55 minutes 56 seconds East a distance of 337.33 feet to the point of beginning.

permanent real estate index numbers: 13-31-205-056 through -060  
address of property: 2140 N. Natchez, Chicago, Illinois

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