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Being No. 228-003 through 011  
Cover (Form 44)

13-08-228-003 through 011  
13-08-228-022 through 025  
13-08-228-037  
13-08-228-039 through 041

Prepared by: Susan E. Thorer  
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20 South Clark Street  
Suite 1100  
Chicago, Illinois 60603

Address: 5360-30 N. Milwaukee Avenue,  
5217 N. Parkside Avenue,  
5259 N. Northwest Highway,  
5915 W. Lawrence Avenue,  
Chicago, Illinois

NOW, THEREFORE, Mortgagor, in consideration of said debt and to secure (a) the payment of both principal and interest thereon, in accordance with the terms and provisions of the Note and in accordance with the terms, provisions and limitations of this Mortgage; (b) the performance of the covenants and agreements herein and in the Note contained, to be performed by Mortgagor; (c) the payment of both principal and interest due under that certain Note of even date herewith in the amount of \$3,325,000.00 executed by GN Bancorp, Inc. in favor of Mortgagee (the "Bancorp Note"); (d) the performance of the obligations under that certain Security Agreement of even date herewith executed by GN Bancorp, Inc. in favor of Mortgagee (the "Bancorp Agreement"); (e) all costs of repossession, collection, disposition and reasonable attorneys' fees incurred by Mortgagee; (f) all other indebtedness, obligations and liabilities of Mortgagor (and each of them, if more than one) to the Mortgagee, now existing or hereafter arising, whether fixed or contingent,

WHEREAS, Mortgagor has concurrently herewith executed and delivered a Note of even date herewith in the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00), made payable to Mortgagee ("Note"), in and by which Note, Mortgagor promises to pay out the principal sum and interest thereon at the rate as provided in the Note with principal payable in full on January 1, 1993. All of said principal and interest are made payable at such place as the holder or holders of the Note (the "Holders") may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Mortgagee in Chicago, Illinois.

THIS MORTGAGE is made on July 1st, 1992, by GN Realty, Inc., an Illinois corporation (the "Mortgagor") in favor of LaSalle National Bank, a national banking association (the "Mortgagee").

DEPT-11 RECORDS 14252 FROM 2579 10/13/92 11:34:00  
MORTGAGE 1141 \*92-75943  
BOOK COUNTY RECORDER  
DEPT-01 RECORDING 143333 TRAN 3817 09/11/92 11:31:00  
WITNESSES: \*92-674252  
BOOK COUNTY RECORDER

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direct or indirect, primary or secondary, joint or several, and regardless of how created or evidenced; and (g) any and all extensions or renewals of the foregoing indebtedness; (hereinafter, all indebtedness secured by this Mortgage is referred to together as the "Indebtedness") does by these presents MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto Mortgagee, its successors and assigns, the real estate described in Exhibit A attached hereto and made a part hereof and all of its estate, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois which, with the property hereinafter described, is referred to as the "Premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto pertaining or belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and including but not limited to all shades, awnings, venetian blinds, screens, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon owned by Mortgagee and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air cooling, air conditioning, water, light, power, sanitation, sprinkler protection, waste removal, refrigeration, (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the operation of a building now or hereafter located upon said Premises owned by Mortgagee, it being understood that the enumeration of any specific articles of property shall in no wise result in or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purpose of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagee hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said Indebtedness.

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2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, condominium assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon

## Payment of Taxes

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free of mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof except that Mortgagor shall have the right to contest by appropriate proceedings diligently prosecuted the validity or amount of any such lien if and only if Mortgagor shall within fifteen (15) days after the filing thereof place a bond with Mortgagee in an amount, form, content and issued by a surety reasonably acceptable to Mortgagee for the payment of any such lien or (ii) cause the title company which has issued the loan policy of title insurance to Mortgagee insuring the lien of this Mortgage to issue an endorsement thereto insuring against loss or damage on account of any such lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof and comply with all requirements of all loan documents evidencing or securing such indebtedness, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) if this is a construction loan, complete within a reasonable time any building or buildings or any improvements now or at any time in the process of erection upon the Premises in accordance with the construction loan Agreement, if any, (hereafter defined); (e) comply, in all material respects, with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the use thereof; (f) make no material alterations, except as permitted in the Loan Agreement, in the Premises except as required by law or municipal ordinance, except with the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning variation or reclassification, without Mortgagee's prior written consent; (i) pay each item of indebtedness when due according to the terms hereof or of the Note.

## Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

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Property of Cook County Clerk's Office

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4. Mortgagor shall at all times keep any buildings, improvements, fixtures and articles of personal property now or hereafter situated on the premises insured against loss or damage by fire and such other hazards as may reasonably be required by

## Insurance

deposits. year, the excess shall be applied on a subsequent deposit or pay such taxes and assessments (general and special) for any in full. If the funds so deposited exceed the amount required to necessary to pay such taxes and assessments (general and special) demand therefor, deposit such additional funds as may be Mortgagor shall within ten (10) days after receipt or written special) for any year when the same shall become due and payable, insufficient to pay any such taxes or assessments (general and the benefit of Mortgagor. If the funds so deposited are become due. All interest so paid on such account shall accrue to and special) on the premises next due and payable when they are to be used for the payment of taxes and assessments (general escrow account paying the then current savings account rate and deposits are to be held in a segregated interest bearing tax amount of taxes and assessments to be levied and assessed). Such shall be based upon Mortgagor's reasonable estimate as to the to be constructed, in which event the amount of such deposits exclude the improvements or any part thereof now constructed, or Premises (unless said taxes are based upon assessments which the last ascertainable year (general and special) on said one-twelfth of the last annual taxes and assessments for hereafter until the Indebtedness is fully paid, a sum equal to then at the office of Mortgagor on the first day of each month, time in writing appoint, and in the absence of such appointment, and agrees to deposit at such place as Mortgagor may from time to 3. In the event of default hereunder, Mortgagor covenants

## Tax Deposits

created by such protest. substance acceptable to Mortgagor, insuring over any exception required to induce it to issue an endorsement, in form and the title insurer such security or indemnity as said insurer proceedings diligently prosecuted and Mortgagor shall furnish to such protest is conducted in good faith by appropriate legal to protest any taxes assessed against the premises, so long as contained herein to the contrary, Mortgagor shall have the right paid prior to the due date thereof. Notwithstanding anything assessment in installments, so long as all such installments are installments, Mortgagor shall have the right to pay such assessment is permitted by applicable law to be paid in full under protest, in the manner provided by statute, any tax or therefor. To prevent default hereunder, Mortgagor shall pay in written request, furnish to Mortgagor duplicate receipts

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Mortgagee, including without limitation: (a) all-risk fire and extended coverage insurance, with vandalism and malicious mischief endorsements, for the full replacement value of the Premises, with agreed upon amount and inflation guard endorsements; (b) if there are tenants under leases at the Premises, rent and rental value or business loss insurance for the same periods described in subparagraph (a) above payable at the rate per month and for the period specified from time to time by Mortgagee; (c) broad form boiler and sprinkler damage insurance in an amount reasonably satisfactory to Mortgagee, if and so long as the Premises shall contain a boiler and sprinkler system; (d) if the Premises are located in a flood hazard district, flood insurance in the maximum amount obtainable up to the amount of the Indebtedness; and (e) such other insurance as Mortgagee may from time to time reasonably require. Mortgagee also shall at all times maintain comprehensive public liability, property damage and workman's compensation insurance covering the Premises and any employees thereof, with such limits for personal injury, death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies, amounts and deductibles reasonably satisfactory to Mortgagee, with mortgage clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Mortgagee and shall contain endorsements that no act or negligence of the insured or any occupant and no occupancy or use of the Premises for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Mortgagee. Mortgagee shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration.

Mortgagee shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagee shall immediately notify Mortgagee whenever any such separate insurance is taken out and promptly shall deliver to Mortgagee the policy or policies of such insurance.

In the event of loss Mortgagee will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagee and Mortgagee jointly. Any insurance proceeds so received by Mortgagee, or any part thereof, shall be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' fees, to the restoration or repair of the property damaged as provided

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6. In case of loss or damage by fire or other casualty, Mortgagee may settle and adjust any claim under insurance policies which insure against such risks so long as: (a) no insurer denies liability as to any insured or claims any right of participation in any of the Mortgagee's security; and (b) this Mortgagee is not in default; then such insurance proceeds, after deducting therefrom any expenses incurred by Mortgagee in the collection thereof, shall be made available by the Mortgagee for the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. If Mortgagee is then in default, and any applicable cure periods have expired, Mortgagee is authorized to settle and adjust any claim and such insurance proceeds may, at the option of the Mortgagee, be: (x) applied in reduction of the indebtedness, whether due or not; or (y) held by the Mortgagee and used to pay for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises. In the event of repair, restoration or rebuilding, the building(s) and other

## Adjustment of Losses with Insurer and Application of Proceeds of Insurance

5. If Mortgagee is required to make Tax Deposits, in the event of a default in any of the provisions contained in this Mortgagee or in the Note, Mortgagee may at its option, without being required to do so, apply any monies at the time on deposit pursuant to any provision of this Mortgagee, as any one or more of the same may be applicable, on any of Mortgagee's obligations herein or in the Note contained, in such order and manner as Mortgagee may elect. When the indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagee. Such deposits are hereby pledged as additional security for the indebtedness and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagee; provided, however, that neither Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes and assessments or insurance premiums any amount so deposited unless Mortgagee, while not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of the particular taxes or assessments or the payment of which they were deposited, accompanied by the bills for such taxes and assessments or insurance premiums.

## Mortgagee's Interest in and Use of Deposits

in Paragraph 6 hereof. In the event of foreclosure of this Mortgagee, all right, title and interest of Mortgagee in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagee shall furnish Mortgagee, from time to time, evidence of the replacement value of the Premises.

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In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be applied in payment or reduction of the indebtedness or in payment or reduction of the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption. It shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the

title insurance company selected by the mortgagee. As used in this Paragraph 6, the term "Disbursing Party" refers to the Mortgagee and to any responsible trust company or

proceeds of insurance held by the Disbursing Party. Mortgagee. No interest shall be allowed to Mortgagee on any amount applied thereto as the same appear on the records of the Disbursing Party, shall, at the option of the Mortgagee, be applied on account of the indebtedness or paid to any party rebuilding, restoration and the reasonable charges of the insurance proceeds, after payment of the cost of repair, shall be commenced. Any surplus which may remain out of said approved plans and specifications of such work before such work FIFTY THOUSAND DOLLARS (\$50,000.00), then the Mortgagee must buildings and other improvements may reasonably exceed the sum of liens. If the cost of rebuilding, repairing or restoring the in the hands of the Disbursing Party shall be at least sufficient at all times the undisbursed balance of such proceeds remaining (90%) of the value of the work performed from time to time, and to the final completion of the work shall exceed ninety percent free and clear of mechanics' lien claims. No payment made prior represented by completed and in-place work and that said work is verify that the amounts disbursed from time to time are evidence of cost and payments so that the Disbursing Party can architects, certificates, waivers of lien, contractors' and other satisfactory evidence of the cost of completion thereof and with "Disbursing Party" (hereinafter defined) being furnished with restoration, such proceeds shall be disbursed upon the proceeds are made available for repair, rebuilding or as prior to such damage or destruction. If the insurance be of at least equal value and substantially the same character improvement(s) shall be so repaired, restored or rebuilt so as to

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10. In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the Holders, then, and in any such event, Mortgagee, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the

Effect of Changes in Laws Regarding Taxation

9. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable thereon, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

Effect of Extensions of Time

8. Mortgagee shall have the privilege of making prepayments on the principal of the Note only to the extent permitted, and then subject to and in accordance with the terms and conditions set forth in the Note.

Prepayment

7. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagee, any tax is due or becomes due in respect of the issuance of the Note, or recording of this Mortgage, Mortgagee and agrees to pay such tax in the manner required by any such law. Mortgagee further covenants to hold harmless and agrees to indemnify Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage.

Stamp Tax

preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemtor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagee, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

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12. Mortgagee in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement

## Mortgagee's Reliance on Tax Bills, Etc.

11. In case of default herein (not cured within any applicable cure period), and after five business days' prior notice to Mortgagee, except under exigent circumstances, Mortgagee may, but need not, make any payment or perform any act herein or in any loan documents evidencing or securing the indebtedness or any indebtedness secured by a prior encumbrance, required of Mortgagee, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness, and shall become immediately due and payable within five (5) days after notice and with interest thereon at the post maturity rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee. Should the proceeds of the Note or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereunder, the Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released or record by the holder thereof upon payment. Notwithstanding anything to the contrary herein contained, in no event shall the indebtedness exceed Thirteen Million Dollars (\$13,000,000.00).

## Mortgagee's Performance of Defaulted Acts, Subrogation

opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagee to make such payment or (b) the making such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagee, to declare all of the indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

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13. If after any applicable notice and cure period, (a) Mortgagor shall fail to pay punctually when due any amount payable under the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) Mortgagor shall fail to perform any of the covenants or agreements hereunder; or (c) GN Bancorp, Inc. shall fail to pay punctually when due any amount payable under the Bancorp Note; or (d) GN Bancorp, Inc. shall fail to perform any of the covenants or agreements under the Bancorp Agreement; or (e) Mortgagor or any Affiliated Person (hereinafter defined in Paragraph 29) shall file a petition in voluntary bankruptcy or under any provision of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (f) Mortgagor or any Affiliated Person shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or any Affiliated Person or for all of its property or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor or any Affiliated Person, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or (g) Mortgagor or any Affiliated Person shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (h) Mortgagor shall have the right to declare the indebtedness due and payable pursuant to paragraph 34 hereof; or (i) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinafter or hereinafter contained, required to be kept or performed or observed by Mortgagor or any Affiliated Person whether pursuant to this Mortgage or the Note or pursuant to any other agreement between Mortgagor or any Affiliated Person on one hand and Mortgagee on the other hand; then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without further notice to Mortgagor. As used herein, any default specified herein, or default in any other covenant, condition, agreement or undertaking under this Mortgage shall be an "Event of Default."

## Acceleration of Indebtedness in Case of Default

any claim for lien which may be asserted. lien, may do so without inquiry as to the validity or amount of purchase, discharge, compromise or settlement of any other prior foreclosure, tax lien or title or claim thereof; or (b) for the or estimate or into the validity of any tax, assessment, sale,

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In any suit to foreclose the lien hereof (including any partial foreclosure) or to enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably

14. When the indebtedness, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. It is further agreed that if default be made in the payment of any part of the indebtedness as an alternative to the right of foreclosure for the full indebtedness after acceleration thereof, Mortgagee shall have the right to institute partial foreclosure proceedings with respect to the portion of said indebtedness so in default, as if under a full foreclosure, and without declaring the entire indebtedness due (such proceeding being hereinafter referred to as a "partial foreclosure"), and provided that if foreclosure sale is made because of default of a part of the indebtedness, such sale may be made subject to the continuing lien of this Mortgage for the unmatured part of the indebtedness; and it is agreed that such sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the unmatured part of the indebtedness, but as to such unmatured part of this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the indebtedness by reason of any uncured default or defaults upon which such partial foreclosure was predicated or by reason of any other defaults, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any unmatured part of the indebtedness, it being the purpose to provide for a partial foreclosure sale of the indebtedness for any matured portion of the indebtedness without exhausting the power to foreclose and to sell the premises pursuant to any such partial foreclosure for any other part of the indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

Foreclosure: Expense of Litigation

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interests in the Premises are subject to the lien hereof and upon  
therein, shall be binding upon Mortgagor and all persons whose  
leases, and the options or other such provisions to be contained  
foreclosure sale, it being understood and agreed that any such  
the issuance of a deed or deeds to a purchaser or purchasers at a  
to extend or renew terms to expire, beyond the maturity date of  
leases may provide for terms to expire, or for options to lessees

to make new leases, which extensions, modifications and new  
and profits; (b) to extend or modify any then existing leases and  
such receiver, would be entitled to collect such rents, issues  
any further times when Mortgagor, except for the intervention of  
redemption, whether there be redemption or not, as well as during  
sale and a deficiency, during the full statutory period of  
during the pendency of such foreclosure suit and, in case of a

(1) to collect the rents, issues and profits of the Premises  
be appointed as such receiver. Such receiver shall have power:  
as a homestead or not and Mortgagee hereunder or any holders may  
value of the Premises or whether the same shall be then occupied  
application for such receiver and without regard to the then  
regard to the solvency or insolvency of Mortgagor at the time of  
may be made either before or after sale, without notice, without  
filing may appoint a receiver of the Premises. Such appointment  
foreclose this Mortgage, the court in which such complaint is  
16. Upon, or at any time after the filing of a complaint to

Appointment of Receiver

Mortgagor, its successors or assigns, as their rights may appear.  
interest remaining unpaid on the Note; fourth, any overplus to  
interest thereon as herein provided; third, all principal and  
items which under the terms hereof constitute Indebtedness, with  
mentioned in the preceding Section hereof; second, all other  
to the foreclosure proceedings, including all such items as are  
priority: First, on account of all costs and expenses incident  
shall be distributed and applied in the following order of  
15. The proceeds of any foreclosure sale of the Premises

Application of Proceeds of Foreclosure Sale

shall be included as Indebtedness.  
thereon at the post maturity rate provided for in the Note and  
shall be immediately due and payable by Mortgagor, with interest,  
or defense of any proceeding or threatened suit or proceeding,  
bankruptcy proceedings, or in preparations for the commencement  
this Mortgage, the Note or the Premises, including probate and  
employed by Mortgagee in any litigation or proceeding affecting  
this Mortgage, including the reasonable fees of any attorney  
protection of the Premises and the maintenance of the lien of  
mentioned, and such expenses and fees as may be incurred in the  
expenditures and expenses of the nature in this Section  
condition of the title to or the value of the Premises. All  
at any sale which may be had pursuant to such decree the true  
necessary either to prosecute such suit or to evidence to bidders

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Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of setoff against any person in possession of any portion of the Premises. Mortgagor agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises.

17. To further secure the Indebtedness, Mortgagor hereby assigns, assigns and transfers unto Mortgagor all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagor under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avals thereunder, to Mortgagor. Mortgagor hereby irrevocably appoints Mortgagor its true and lawful attorney in its name and stead (with or without taking possession of the Premises as provided in Section 19 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagor shall, in its discretion, determine, and to collect all of said avals, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Mortgagor would have upon taking possession pursuant to the provisions of Section 19 hereof.

Assignment of Rents and Leases

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

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19. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by

Mortgagee's Right of Possession in Case of Default

18. To further secure the indebtedness, Mortgagor has sold, assigned and transferred unto Mortgagee, its successors and assigns, any interest of Mortgagor as lessor in any lease or leases now or hereafter existing with respect to the Premises. Mortgagor expressly covenants and agrees that if Mortgagor shall suffer or permit to occur any breach or default under the provisions of the assignment of leases of the Premises and such default shall continue for ten (10) days, then and in any such event, such breach or default shall constitute a default hereunder and at the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable as in the case of other defaults.

Lease Assignment

Although it is the intention of the parties that the assignment contained in this Section 17 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section until a default shall exist under this Mortgage or the Note. Mortgagee hereby grants Mortgagor a license to collect rents with respect to the premises, no more than thirty (30) days in advance, which license may, at option of Mortgagee, be terminated immediately, without prior notice, in the event of any default by Mortgagor pursuant to this Mortgage, which default is not cured within any applicable cure period.

Mortgagor further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Section 19 hereof. In the exercise of the powers herein granted Mortgagee, all such liability being expressly waived and released by Mortgagor.

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its agent or attorneys, as for condition broken. In such event Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Mortgagee or then owner of the Premises relating thereto, and may exclude Mortgagee, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagee to cancel the same; (b) to elect to discontinue any lease or sublease which is then subordinate to the lien hereof; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the indebtedness and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained herein, shall be binding upon Mortgagee and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption for sale, discharge of the indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagee.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagee shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or

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22. If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness, is hereby assigned to

Condemnation

21. Mortgagee shall have the right to inspect the Premises at all reasonable times upon reasonable notice to Mortgagor and access thereto shall be permitted for that purpose.

Mortgagee's Right of Inspection

(d) To the payment of any indebtedness or any deficiency which may result from any foreclosure sale.

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Mortgagee, make it readily rentable;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(a) To the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

20. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 17 and Section 19 hereof shall have full power to use and apply the avals, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine.

Application of Income Received by Mortgagee

discharge any of the terms, covenants or agreements contained in said leases, except as may be occasioned by Mortgagee's reckless or intentional misconduct. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

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GN Realty, Inc.  
5300 N. Milwaukee Avenue  
Chicago, Illinois 60630

MORTGAGOR:

24. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the delivery thereof to the individual to whom addressed or the mailing thereof by certified mail addressed to:

Giving of Notice

23. If Mortgagor shall fully pay all principal and interest on the Note, and all other indebtedness and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this Mortgage shall be null and void. Mortgagor shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness upon payment of the release fee customarily charged by the Mortgagor.

Release Upon Payment and Discharge of Mortgagor's Obligations

Mortgagor, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagor, who shall release any such award or monies so received or apply the same in whole or in part, after the payment of all of its expenses, including costs and attorneys' fees, to the restoration or repair of the property damaged as provided in Paragraph 6 hereof, if in the reasonable judgment of Mortgagor the property can be restored or repaired to the condition existing immediately prior to the taking. If in the reasonable judgment of Mortgagor, the said property cannot be restored or repaired as an economically viable building, in Mortgagor's sole discretion, then such award or monies received after the payment of expenses of Mortgagor as aforesaid shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable and, at any time from and after the taking, upon thirty (30) days prior written notice to Mortgagor, Mortgagor may declare the whole of the indebtedness to be due and payable. Furthermore, in the event such award or monies so received shall exceed the cost of restoration or repair of the property and expenses of Mortgagor as aforesaid, then such excess monies shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. Any application to this Paragraph 22 shall not extend the due date or reduce the amount of the principal and interest installments required to be paid under the Note.

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26. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption

Waiver of Statutory Rights

25. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note. Mortgagor shall be entitled to enforce all payment and performance of any indebtedness and to exercise all rights and powers under this mortgage or other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of the said indebtedness may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Whether the acceptance of this mortgage nor its enforcement whether by court action or other powers herein contained, shall prejudice or in any manner affect Mortgagor's right to realize upon or enforce any other security now or hereafter held by Mortgagor, it being agreed that Mortgagor shall be entitled to enforce this mortgage and any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given hereby to Mortgagor or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time, and as often as it may be deemed expedient by Mortgagor and Mortgagor may pursue inconsistent remedies. No waiver of any default of the Mortgagor hereunder shall be implied from any omission by the Mortgagor or holders to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

Waiver of Defense, Remedies, Not Exclusive

or at such other place as either party hereto may by notice in writing designate as a place for service of notice shall constitute service of notice hereunder. Notice shall be deemed received on the second business day following mailing thereof.

Lasalle National Bank  
120 S. LaSalle Street  
Chicago, Illinois 60603  
Attn: John C. Giuffre

Martin W. Salzman, Esq.  
Schwartz, Cooper, Kolb  
& Gaylor, Chartered  
20 South Clark Street  
Suite 1100  
Chicago, Illinois 60603

with a copy to:

MORTGAGEE:

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

Captions

29. The word "Mortgagor" when used herein shall include: (a) the original Mortgagor named in the preambles hereof; (b) said original Mortgagor's successors and assigns; and (c) all owners from time to time of the Premises. The words "Affiliated Persons" when used herein shall mean any and all of: (x) the guarantors (collectively) of any of the obligations of Mortgagor under the Note, this Mortgage, or any loan agreement; (y) if Mortgagor is a trustee, beneficiaries of the trust, including the general partners of any general or limited partnership which is a beneficiary of the trust. The words "Holders" and "Mortgagee" when used herein shall include all successors and assigns of the original Holders and Mortgagee identified in the preambles hereof.

Definitions of "Mortgagor," "Mortgagee" and "Affiliated Persons"

28. This Mortgage and all provisions hereof, shall be binding upon Mortgagor and all persons claiming under or through Mortgagor, and shall inure to the benefit of the Holders from time to time and of the successors and assigns of the Mortgagee.

Binding on Successors and Assigns

27. "Post maturity rate" as used herein shall mean interest at the Prime Rate plus three and one-half percent (P+3-1/2%) per annum.

Post Maturity Rate

laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgment creditors of Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

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32. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and the Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage or the Note is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Mortgage and the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision, or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Mortgage and the Note shall be construed as if such illegal, invalid unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage and the Note shall continue in full force and effect. All agreements herein and in the Note are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance of the Note, or otherwise, shall the amount paid or agreed to be paid to the Holders for the use, forbearance

Partial Invalidity, Maximum Allowable  
Rate of Interest

31. Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee, or cause any Affiliated Person to so execute, acknowledge and deliver to Mortgagee, a Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor or such Affiliated Person, as the case may be, which in the sole opinion of Mortgagee is essential to the operation of the Premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the state in which the Premises are located, and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue and extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and relisting of any such document.

Execution of Separate Security Agreement,  
Financing Statements, etc.

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34. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of guarantor, if any, (hereafter "guarantor") or co-maker, if any, (hereafter "co-maker"), found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the premises which is Mortgagee's security for the Note. The guarantors are well-experienced in borrowing money and owning and operating property such as the premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagee recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original beneficiary of Mortgage. Mortgagee further recognizes that any secondary or junior financing placed upon the premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force

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Maintenance of Mortgagor's and Affiliated  
Persons' Interests; Additional Financing

33. At all times, regardless of whether any loan proceeds have been disbursed, this mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the loan to be secured hereby.

Mortgagee's Lien for Service Charge  
and Expenses

or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, inso fact, the obligation to be fulfilled shall be reduced to the limit of such validity and it from any circumstance the holder shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Note and not to the payment of interest.

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(D) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any share of any

(C) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest in the limited partnership or general partnership (the "partnership") which is the beneficiary or one of the beneficiaries under the trust agreement with Mortgage, if applicable (limited partnership interests in such limited partnership may be transferred);

(B) except as expressly permitted in the Loan Agreement, if one exists, any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any shares of the Mortgage, if applicable;

(A) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the title to the Premises;

In accordance with the foregoing and for the purposes of (x) protecting Mortgagee's security, both of repayment and of value of the Premises; (y) giving Mortgagee the full benefit of its bargain and contract with Mortgage; (z) allowing Mortgagee to raise the interest rate and collect assumption fees; and (xx) keeping the Premises free of subordinate financing liens, Mortgagee, the Guarantors and the Co-makers agree that if this paragraph be deemed a restraint on alienation, that it is a reasonable one, and that, any sale, conveyance, assignment, further encumbrance or other transfer of title to the Premises, or any interest in the Premises (whether voluntary or by operation of law), including without limitation, the entering into of an installment agreement for the sale of the Premises, the placement or granting of liens on all or any part of the Premises or the placement or granting of chattel mortgages, conditional sales contracts, financing or security agreements which would be or create a lien on the personal property utilized in the operation of the Premises, or the placement or granting of a mortgage commonly known as a "wrap around" mortgage or an improvement loan, without Mortgagee's prior written consent shall be an event or default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title of the Premises and therefore an event of default hereunder:

Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

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37. Mortgagor, within seven (7) days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against the Mortgage

## Statement of Indebtedness

36. Mortgagor shall cause to be delivered to Mortgagee, within ninety (90) days after the close of each calendar year ending during the term of this Mortgage, annual financial statements of the Premises, Mortgagor, the Guarantors and any Co-maker on a form approved by Mortgagee setting forth the information therein as of the immediately preceding year, containing income and expense statements and a balance sheet, prepared by an independent certified public accounting firm acceptable to Mortgagee in accordance with generally accepted accounting principles consistently applied, and certified to be true, complete and correct by the person or entity to which they apply and in such detail as Mortgagee may reasonably require. Notwithstanding the foregoing, Mortgagee acknowledges and agrees that the federal and state income tax returns of the Guarantors shall satisfy their obligations pursuant to the preceding sentence. At any time and from time to time within ten (10) days after written request therefor has been made, Mortgagor shall cause Mortgagee to be furnished with a copy of the most recent unaudited interim statement of the earnings and operating expenses of the Premises.

## Financial Statements

35. This Mortgage, the Note and all other instruments evidencing and securing the Indebtedness shall be construed, interpreted and governed by the laws of the State of Illinois, provided, however, that in the event all or any portion or portions of the Premises are not located in said state, then and in such event the enforcement hereof against the Premises, or portion or portions thereof, located outside of such state, and remedies therefor, shall be governed by the laws of the jurisdiction in which the Premises or such portions are located.

## Applicable Law

Any consent by Mortgagee, or any waiver by Mortgagee of an Event of Default under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagee upon a subsequent Event of Default under this Paragraph 34. Mortgagor acknowledges that any agreements, liens, charges or encumbrances created in violation of the provisions of this Paragraph 34 shall be void and of no force or effect.

corporation directly or indirectly controlling any such Partnership.

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Laws and regulations, nor shall Mortgagee cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagee or any tenant, subtenant or occupant, a release of Hazardous Materials onto the Premises or onto any other property.

(c) Mortgagee shall (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state, and local governmental authorities, and (ii) except for any conduct of Mortgagee in the event that and after it takes possession of the Premises defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (A) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed the day and year first above written.

GN Realty, Inc., an Illinois corporation

BY: *[Signature]*  
Its: *[Signature]*

ATTEST:

*[Signature]*  
Its: *[Signature]*

02-03-2005

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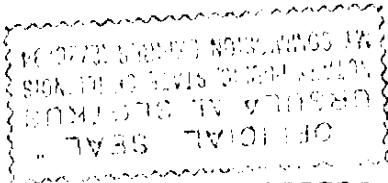
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Property of Cook County Clerk's Office



Notary Public

*Wanda M. Hoffman*

*[Signature]*  
1992.

GIVEN under my hand and Notarial Seal this 1st day of

and Virginia M. Skiffis, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

I, Virginia M. Skiffis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

STATE OF ILLINOIS )  
) SS: )  
) COUNTY OF COOK )

ACKNOWLEDGEMENT OF SIGNATURES

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BEGINNING AT THE INTERSECTION OF WIDENED WEST LINE OF CENTRAL AVENUE (BEING 7

FOLLOWS:

1/2 OF THE NORTHEAST 1/4 OF SECTION 8 AFORESAID, TAKEN AS A TRACT DESCRIBED AS PART OF BLOCK 4 AND VACATED ALLEY IN OLIVER H. HORTON'S SUBDIVISION IN THE EAST SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SUBDIVISION OF THE EAST 1 ACRE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF THAT PART OF LOTS 8, 9, 10 AND 15 AND VACATED ALLEY IN MARY E. SMITH'S

PARCEL 4:

PRINCIPAL MERIDIAN

NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD MARY E. SMITH'S SUBDIVISION OF THE EAST 1 ACRE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/2 OF VACATED ALLEY SOUTHWESTERLY OF AND ADJOINING SAID LOTS IN LOTS 12, 13 AND 14 (EXCEPT THE NORTHEASTERLY 21 FEET OF SAID LOTS) AND ALSO THE

PARCEL 3:

40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN HORTON'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP DESCRIBED PREMISES, ALL IN VAN NATTA'S SUBDIVISION OF BLOCK 3 IN OLIVER H. NORTHEASTERLY 1/2 OF THE VACATED ALLEY SOUTHWESTERLY OF AND ADJOINING THE ABOVE SOUTHWESTERLY OF THE NORTHEASTERLY 21 FEET OF SAID LOTS AND ALSO, THE LOTS 2, 3, 4 AND 5, EXCEPT THE NORTHEASTERLY 8.35 FEET OF SAID LOT 5, LYING

PARCEL 2:

LOT 13, 92.62 FEET TO THE POINT OF BEGINNING CORNER OF SAID LOT 13, THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALONG THE WEST LINE OF SAID LOTS 12, 13 AND 14, 169.96 FEET TO THE NORTHEASTERLY WEST ALONG SAID LINE 65 FEET TO THE NORTHWEST CORNER OF SAID LOT 16, THENCE NORTH THENCE NORTH ALONG SAID LINE 47.18 FEET TO THE NORTH LINE OF SAID LOT 16, THENCE RIGHT ANGLE MEASUREMENT) OF THE WEST LINE OF SAID LOTS 12, 13, 14, 15, 16 AND 17, SAID LINE AND ITS EXTENSION 164.17 FEET TO A POINT IN A LINE 65 FEET EAST (BY SOUTHEASTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 5, THENCE SOUTHWESTERLY ALONG SOUTHEASTERLY ALONG SAID WIDENED LINE, 215 FEET TO A POINT IN A LINE 8.35 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOTS 5 TO 13, THENCE WIDENED SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID LINE BEING 21 FEET BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LOT 13 AND THE

TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

OF BLOCK 3 IN OLIVER H. HORTON'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 THAT PART OF LOTS 5 TO 17, INCLUSIVE AND VACATED ALLEY IN VAN NATTA'S SUBDIVISION

PARCEL 1:

EXHIBIT A

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BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FOSTER AVENUE AND THE  
NORTHEASTERLY LINE OF NORTHWEST HIGHWAY, THENCE EAST ALONG SAID NORTH LINE 8.18 FEET  
TO THE SOUTHWEST CORNER OF A DEDICATED ALLEY THROUGH SAID BLOCK 4, THENCE NORTH ALONG  
THE WEST LINE OF SAID ALLEY, 247.27 FEET TO AN ANGLE POINT IN SAID ALLEY, THENCE  
NORTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ALLEY AND ITS EXTENSION  
NORTHEASTERLY, 18.85 FEET TO THE CENTER LINE OF VACATED ALLEY NORTHEASTERLY OF AND  
ADJOINING SAID LOT 15, THENCE NORTHEASTERLY ALONG SAID CENTER LINE, 166.65 FEET TO A  
POINT IN THE SOUTHEASTERLY LINE OF THE NORTHEASTERLY 8.35 FEET OF LOT 5 IN SAID VAN

THAT PART OF LOTS 16 AND 17 IN VAN NATTA'S SUBDIVISION OF BLOCK 3 IN OLIVER H.  
HORTON'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, PART OF LOT 15 IN MARY E.  
SMITH'S SUBDIVISION OF A PORTION OF SAID NORTHEAST 1/4 OF SECTION 8, LOTS 5, 6, 7 IN  
THE SUBDIVISION OF THE NORTHEAST 1/4 OF THE WEST 1/4 OF BLOCK 4 OF OLIVER H.  
HORTON'S SUBDIVISION AFORESAID AND ALSO THAT PART OF BLOCK 4 OF OLIVER H. HORTON  
SUBDIVISION AFORESAID, TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

PARCEL 5:

THE SOUTHWESTERLY 1/2 OF THE VACATED ALLEY LYING NORTHEASTERLY OF AND ADJOINING A  
LINE 16 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF ORIGINAL  
BLOCK 4, AND SAID NORTHEASTERLY LINE PRODUCED SOUTHEASTERLY AND LYING SOUTHEASTERLY  
OF AND ADJOINING A LINE 56.02 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF  
ORIGINAL BLOCK 4, PRODUCED NORTH, IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE  
EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN THE HAND ROAD AND THE MILWAUKEE PLANK  
ROAD OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS)

AND ALSO

THAT PART OF BLOCK 4, LYING EAST OF A LINE 56.02 FEET WEST OF AND PARALLEL WITH THE  
EAST LINE OF SAID BLOCK 4 (EXCEPTING FROM SAID TRACT THE NORTHEAST 16 FEET THEREOF;  
AND EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING SOUTH OF A LINE 33 FEET NORTH  
OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 4), IN OLIVER H. HORTON'S  
SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4, LYING BETWEEN THE HAND ROAD  
AND THE MILWAUKEE PLANK ROAD OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN

FOLLOWING DESCRIBED LAND

(EXCEPTING THEREFROM, THAT PART OF THE ABOVE DESCRIBED TRACT FALLING WITHIN THE

THENCE SOUTHEASTERLY ALONG SAID LINE, 93.66 FEET TO THE POINT OF BEGINNING;  
10, 117.58 FEET TO THE WIDENED SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AFORESAID,  
DEDICATED ALLEY AND CONTINUING NORTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT  
POINT IN SAID ALLEY, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID  
EAST LINE OF A DEDICATED ALLEY; THENCE NORTH ALONG SAID LINE, 38.70 FEET TO AN ANGLE  
16 FEET OF SAID LOT 8, THENCE WEST ALONG SAID LINE AND ITS EXTENSION 150 FEET TO THE  
8, 9 AND 10); THENCE SOUTH ALONG SAID LINE 25.33 FEET TO THE NORTH LINE OF THE SOUTH  
MILWAUKEE AVENUE (BRING 21 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOTS  
FEET WEST OF THE EAST LINE OF SAID LOT 8) AND THE WIDENED SOUTHWESTERLY LINE OF

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PARCEL 9 :

LOTS 2 THROUGH 4 IN THE SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 8 :

THE WEST 65 FEET (BY RIGHT ANGLE MEASURE) OF LOT 16 IN VAN NATTA'S SUBDIVISION OF BLOCK 3, IN OLIVER H. HORTON'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 7 :

THE WEST 65 FEET (BY RIGHT ANGLE MEASURE) OF LOT 17 IN VAN NATTA'S SUBDIVISION OF BLOCK 3 IN OLIVER H. HORTON'S SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 6 :

THE SOUTHWESTERLY 1/2 OF VACATED ALLEY LYING NORTHEASTERLY OF AND ADJOINING A LINE 16 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF ORIGINAL BLOCK 4, AND LYING NORTHWESTERLY OF AND ADJOINING A LINE 72.02 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID ORIGINAL BLOCK 4, PRODUCED NORTH, AND LYING SOUTHWESTERLY OF AND ADJOINING THE EAST LINE OF THE WEST 180 FEET OF ORIGINAL BLOCK 4, PRODUCED NORTH, IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN THE RAND ROAD AND THE MILWAUKEE PLANK ROAD OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN)

AND ALSO

THAT PART OF BLOCK 4, LYING WEST OF A LINE 72.02 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 4, AND LYING EAST OF THE EAST LINE OF THE WEST 180 FEET OF SAID BLOCK 4 (EXCEPTING FROM SAID TRACT THE NORTHWEST 1/4 THEREOF LYING SOUTH OF A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 4), IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN THE RAND ROAD AND THE MILWAUKEE PLANK ROAD OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

FOLLOWING DESCRIBED LAND:

(EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED TRACT FALLING WITHIN THE

SUBDIVISION OF THE NORTHEAST 1/4 OF THE WEST 180 FEET OF BLOCK 4 AFORESAID; 100.97 FEET TO THE POINT OF BEGINNING ALSO, THE WEST 1 FOOT OF SAID LOT 5 IN SAID NORTHEASTERLY LINE OF THE NORTHWEST HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID LINE, EAST LINE OF A DEDICATED ALLEY, THENCE SOUTH ALONG SAID LINE 225.70 FEET TO THE SAID A POINT IN THE EAST LINE OF THE WEST 17 FEET OF SAID LOT 5, EXTENDED NORTH, BEING THE SOUTHWESTERLY LINE OF SAID LOT 17, THENCE SOUTHWESTERLY ALONG SAID LINE 50.61 FEET TO LINE OF SAID LOT 17, THENCE SOUTH ALONG SAID LINE 45.47 FEET TO A POINT IN THE WEST 63.42 FEET TO A POINT IN A LINE 65 FEET EAST (BY RIGHT ANGLE MEASURE) OF THE WEST NATTA'S SUBDIVISION EXTENDED SOUTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID LINE,

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LOT 1 IN SUBDIVISION OF THE NORTHEAST 16 FEET OF WEST 180 FEET OF BLOCK 4 IN O. H. HORTON'S SUBDIVISION OF EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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