

UNOFFICIAL COPY

~~EXHIBIT C~~
MORTGAGE

THIS INDENTURE WITNESSETH:

That LAUNDRYLAND SOUTH ASSOCIATES, L.P., an Illinois limited partnership, hereinafter called "Mortgagor", has contemporaneously herewith, for value received, executed and delivered a Mortgage Note (the "Note"), payable to the order of the Mortgagee named hereinafter for the principal sum of Three Hundred Ninety-Two Thousand Nine Hundred Sixty-Two and No/100 (\$392,962.00) Dollars, payable in the following manner, to wit:

Principal in one hundred eight (180) equal monthly installments, each in the amount of Two Thousand One Hundred Eighty Three and 12/100 (\$2,183.12) Dollars, payable on the first (1st) day of each month during the term thereof, commencing May 1, 1992, and continuing until April 1, 2007. Mortgagor also promises to pay interest on the unpaid principal amount thereof from time to time outstanding (computed on the basis of the actual number of days elapsed in a year of 360 days) commencing three (3) months from the date thereof until the date the principal amount thereof is paid in full, monthly in arrears on the first (1st) day of each month during the term thereof, commencing May 1, 1992, at the floating rate of interest set forth below, as such rate of interest may be adjusted from time to time pursuant thereto.

The Note to bear interest on the unpaid principal amount thereof from the date thereof commencing until paid in full at a rate per annum equal to six and one-half percent (6 1/2%) for 1992 and 1993, then at the rate of one hundred basis points (1.00) less than the prime rate ("Prime Rate") as published or announced from time to time by LaSalle National Bank, Chicago, Illinois, for 1994, 1995 and 1996, then at the rate of one hundred basis points (1.00) over the Prime Rate thereafter, subject to adjustment as therein and hereinafter provided. Interest to be adjusted semi-annually on July 1 and January 1 of each year, commencing with January 1, 1994, to reflect change in the Prime Rate. Such adjusted interest rate to become effective as of January 1 and

*This Mortgage is a 26 JUNIOR MORTGAGE
SUBJECT AND SUBORDINATE TO A FIRST
MORTGAGE IN THE AMOUNT OF \$337,038.03*

92072564

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

July 1 without prior notice to Mortgagor. Provided, however, notwithstanding the foregoing to the contrary, the annual rate of interest may not be adjusted more than two hundred basis points (2.00) in any one (1) year. Provided further, however, in no event shall the rate of interest exceed eleven percent (11%) per annum during the term of the Note.

Payments on account of principal of the Note may be made prior to maturity in accordance with the provisions relating thereto contained in the Note.

NOW, THEREFORE, said Mortgagor for the purpose of securing the payment of said principal Note and interest thereon, as well as securing the performance of all the covenants, undertakings and provisions herein contained by the said Mortgagor to be performed, and in further consideration of the sum of One and no/100 (\$1.00) Dollar and other valuable consideration to the Mortgagor in hand paid, the receipt whereof is hereby acknowledged, does, by these presents, convey and mortgage unto Quick Wash V, Inc., an Illinois corporation ("Mortgagee"), and to its successors and assigns, the following described real estate (the "Mortgaged Premises"), located in the County of Cook:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A, together with all improvements thereon situated and which may hereafter be erected on placed thereon, and all and singular the tenements, hereditaments, appurtenances and easements thereunto now or hereafter belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the Mortgaged Premises herein conveyed for the repayment of the monies secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said Mortgaged Premises. Mortgagee is further authorized at its option, to execute and deliver to the holders of any leases upon said Mortgaged Premises, binding receipts for any payments made

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

interest of the said Mortgagor in and to said Mortgaged Premises, Mortgaged Premises, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged.

2. Mortgagor covenants and warrants that it has full right and power to convey and mortgage the said Mortgaged Premises, and covenants and agrees to execute and deliver, and cause to be executed and delivered all further instruments of title necessary or by Mortgagee deemed advisable to effectuate the first mortgage security hereby intended to be given, when, on reasonable notice, so requested by Mortgagee.

3. Mortgagor covenants and agrees (which covenants and agreements are hereby expressly declared to be of the essence of this Indenture) that until the indebtedness aforesaid shall be fully paid, the Mortgaged Premises shall be maintained in good repair and condition, and that all taxes and assessments levied or assessed upon the Mortgaged Premises, or any part thereof, shall be promptly paid as and when the same become due, or deposit made as hereinafter provided, and that no part of the Mortgaged Premises or any interest therein shall be sold or forfeited for any tax or assessment whatsoever nor shall any lien of mechanic or materialmen or any person whatsoever be allowed to attach to said Mortgaged Premises nor shall anything be permitted to be done on said Mortgaged Premises that may impair the value or the security of the indebtedness to be effected by virtue of this Indenture and in case of the failure of Mortgagor to pay such taxes or assessments as and when the same become due and payable or to keep the building, furniture, furnishings, apparatus, fixtures and appurtenances constituting a portion of the Mortgaged Premises in good repair or to pay any such liens of mechanics or materialmen or to pay premiums for insurance hereafter required or keep and observe and pay promptly when due and in full all of the terms and conditions and rental provided for in any master lease, then Mortgagee may, at its or their option, pay such premiums, taxes or

1000000000

UNOFFICIAL COPY

assessments or redeem the Mortgaged Premises from any tax sale or purchase any tax title obtained thereon, and Mortgagee may at any time pay or settle any or all suits or claims for liens of mechanics or materialmen or any other claims that may be made against the Mortgaged Premises, or make repairs to the Mortgaged Premises and all monies paid for such purposes, and any other monies disbursed by Mortgagee, to protect the lien of this Indenture, with interest thereon at the Default Rate from the date of the payment thereof by Mortgagee, shall become so much additional indebtedness secured by this Indenture, and shall be a charge on the Mortgaged Premises prior and paramount to the note and interest thereon, and shall be included in any decree foreclosing this Indenture and be paid out of the rents or proceeds of sale of the Mortgaged Premises if not otherwise paid by Mortgagor; and it shall not be obligatory to inquire into the validity of such tax deed, taxes or assessments or sale thereof or of liens of mechanics or materialmen or into the necessity of such repairs in advancing monies in that behalf, but nothing herein contained shall be construed as requiring Mortgagee to advance or expend any money for taxes, special assessments or for other purposes aforesaid, nor shall the making of any payment or advancement by Mortgagee be in any event construed as a waiver of the right to avail of any breach of covenant committed, but suit for foreclosure against the Mortgaged Premises may, at the option of Mortgagee, be entered for said default as if no such payment or advancement had been made.

4. Mortgagor further covenants and agrees if Mortgagor shall desire to contest in good faith the amount or validity of any taxes or any portion thereof levied or assessed against the said Mortgaged Premises, then Mortgagor will, out of the Mortgaged Premises and funds held by Mortgagor as Trustee under the Trust Agreement above described, deposit with Mortgagee hereunder, an amount equal to one hundred ten percent (110%) of the taxes remaining unpaid and such additional amounts from time to time as may be necessary to keep on deposit at all times an amount equal

UNOFFICIAL COPY

to one hundred ten percent (110%) of the said taxes remaining unpaid and all interests, penalties and costs accrued or accumulated thereon by reason of such contest. In lieu of such deposit, and in the event Mortgagor desires to contest in Good Faith the amount or the validity of any future Mechanic's Lien Claim asserted against the real estate and Mortgaged Premises described in attached Exhibit A, at the option of Mortgagor, Mortgagor at its sole cost and expense, may obtain and deliver to Mortgagee a title indemnity in form and amount satisfactory to Mortgagee and by a Title Insurance Company acceptable to Mortgagee, insuring the priority of the lien created hereby over such taxes or such Mechanic's Lien Claim. Mortgagor shall further advance to Mortgagee and agrees to pay for any and all reasonable attorneys' fees incurred by Mortgagee in reviewing and approving such title indemnity prior to Mortgagee being obligated to accept such title indemnity. The holder of any such deposited funds (whether Mortgagee hereunder or the depository), shall have full power and authority to apply any amount so deposited to the payment of any unpaid taxes or Mechanic's Lien Claim to prevent the sale or forfeiture of the Mortgaged Premises for nonpayment thereof. Said holder, however, shall not be liable for any failure to apply any amount so deposited unless Mortgagor, prior to any other application of such funds by the holder thereof as aforesaid, shall have unconditionally, in writing, requested the application of such amount to the payment of the particular taxes or Mechanic's Lien Claim with reference to which they were deposited. Nothing in this Indenture contained shall require Mortgagor to pay, discharge or remove any charge, assessment, taxes, levy, lien or other imposition upon or against the mortgaged Mortgaged Premises, or any part thereof (which charge, assessment, tax, levy, lien or other imposition is hereinafter sometimes referred to as "imposition"), so long as Mortgagor, in good faith, shall proceed to contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the imposition so contested and the sale of the Mortgaged Premises, or any part thereof, to satisfy the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

same, and so long as Mortgagor shall have deposited, as security for the satisfaction of such imposition, monies in amount and in the manner hereinabove provided, then during the pendency of any such legal proceedings neither Mortgagee nor the depositary shall have the right to pay, remove or discharge said imposition so contested. Upon the termination of such legal proceedings, said monies shall be applied by Mortgagee or the depositary to the payment, removal and discharge of such imposition, and the interest and penalties in connection therewith and charges accruing in such legal proceedings, and the balance, if any, shall be paid to Mortgagor, provided that Mortgagor is not in default under this Indenture, and in the event that such monies shall be insufficient for this purpose, Mortgagor shall forthwith, out of the Mortgaged Premises and funds held by Mortgagor as trustee under the Trust Agreement above described, pay over to Mortgagee or the depositary, an amount of money sufficient, together with the monies then held pursuant to this paragraph, to pay the same. In the event of any default by Mortgagor under this Indenture, the holder of any such deposited funds is authorized to use the money deposited under this paragraph to cure or remedy said default or to pay the said imposition, as Mortgagee may, in its sole discretion, elect.

5. Mortgagor further covenants and agrees (which covenants and agreements are hereby expressly declared to be of the essence of this Indenture) to pay or cause to be paid out of the Mortgaged Premises and funds held by Mortgagor as Trustee under the Trust Agreement above described, insurance premiums necessary to keep all buildings, improvements and fixtures constituting part of the Mortgaged Premises until the indebtedness secured hereby is fully repaid, insured for public liability and Mortgaged Premises damage and against rental loss and loss or damage, by fire, lightning, tornado, war damage or such other casualty as may be determined by Mortgagee for such amounts and in such insurance company or companies as may be satisfactory to Mortgagee, and it is hereby expressly agreed that Mortgagee shall not be liable for any

UNOFFICIAL COPY

failure to insure or for the insolvency or irresponsibilities of any such insurance company or companies. All sums recoverable on any such insurance policy shall be made payable to Mortgagee, as an additional insured and/or by a mortgage clause, satisfactory to Mortgagee, to be attached to such policies, except in case of sale pursuant to a foreclosure of this Mortgage from which time and until the period of redemption shall expire, said insurance policy or policies shall be made payable to the holder of the certificate of sale. All such policies shall be deposited and retained by Mortgagee as additional security for the indebtedness secured by this Mortgage and by the holder of the certificate of sale for the amount secured by any certificate of sale or decree of foreclosure, and in the event any such insurance policy shall expire during the life of this Mortgage, or any extension thereof, Mortgagor hereby agrees to procure and pay for insurance policies complying with the above qualifications replacing said expired policies and deposit them with Mortgagee, together with receipts (showing the premiums therefore have been paid in full) ten (10) days prior to said expiration date. In cases of loss Mortgagee, or the holder of any certificate of sale or the holder of the decree of sale, is hereby authorized to settle and adjust any claims under such policies or to allow said Mortgagor to settle with the insurance company or companies the amount to be paid upon the loss; and in either case such holder of the policy is authorized to collect and receipt for any such insurance money and apply it, at the option of Mortgagee, in reduction of the principal or any other indebtedness hereby secured, whether due or not, or may allow Mortgagor to use said insurance money, or any part thereof, in repairing the same or restoring the improvements, without affecting the lien hereof for the full amount secured hereby and during the time said insurance money may be retained by Mortgagee, Mortgagee shall not be liable for any interest thereon; that in case of a loss after foreclosure proceedings have been instituted, the proceeds of any such insurance, if not applied as aforesaid in repairing damage or restoring improvements, shall be used to pay the amount due in accordance with the decree of

1955-10-26

UNOFFICIAL COPY

foreclosure and any other indebtedness secured hereby, and the balance, if any, shall be paid to the owner of the equity of redemption on reasonable request or as the court may direct. Notwithstanding, and in addition to the above and foregoing, Mortgagor agrees to maintain and pay for the following insurance:

(a) All-Risk Casualty Insurance issued by companies and in form acceptable to Mortgagee, in amounts sufficient to satisfy all co-insurance requirements, and for not less than the full replacement cost of all buildings and improvements now or hereafter located on the subject real estate and Mortgaged Premises and including a Mortgagee's clause acceptable to Mortgagee showing Mortgagee as such without contribution.

(b) Loss of Rents insurance coverage for a period of at least one year, payable 1/12th month, and in amounts reasonably satisfactory to Mortgagee. (Such insurance coverage must contain, at Mortgagee's sole option, agreed amount endorsements.)

(c) Comprehensive General Liability Insurance Coverage in amounts reasonably satisfactory to Mortgagee.

All policies of insurance shall be with companies and in form reasonably satisfactory to Mortgagee, and shall contain provisions for at least thirty (30) days written notice to Mortgagee prior to cancellation or non-renewal. Mortgagor shall deposit original policies or certified true copies thereof with Mortgagee together with receipts showing all premiums paid for at least one year in advance.

6. It is further covenanted and agreed that Mortgagee may require Mortgagor, in addition to payments hereinbefore specified, to deposit with Mortgagee, or its duly authorized agent, on the first (1st) day of the first (1st) month following the date of the disbursement of any of the proceeds of the Note secured hereby and on the first (1st) day of each month thereafter during the term of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Nothing in this paragraph contained shall be construed as making any of the Mortgaged Premises personalty or as changing the intention of the parties hereto as to the real estate, it being understood and agreed, anything herein contained to the contrary notwithstanding, that any and all of the Mortgaged Premises constitutes an integral part of the real estate and is appropriated to the use thereof, and that such security interest and other instruments are intended to be effective only if as a matter of law any of the Mortgaged Premises is not real estate.

8. It is expressly understood and agreed that in the event of the passage, after the date of this Indenture, of any law of the State of Illinois, changing or modifying the foreclosure laws of said State or the effect thereof, Mortgagee may in the event of default institute foreclosure proceedings either (a) under the laws of the State of Illinois as such laws existed at the date of this Indenture, or (b) under the laws of the State of Illinois as they shall exist at the date of the commencement of proceedings to foreclose the lien of this Indenture. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

9. It is expressly understood and agreed that in the event of the passage, after the date of this Indenture, of any law of the State of Illinois, deducting from the value of land for the purpose of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages or trust deeds for state or local purposes, or the manner of the collection of any such taxes, so as to make it obligatory on Mortgagee to pay such taxes, then Mortgagor shall, out of the Mortgaged Premises or funds held by Mortgagee as trustee as aforesaid, pay or promptly reimburse Mortgagee for the payment of such taxes, and upon failure of Mortgagor so to do, the whole of the principal so secured by this Indenture, together with the interest accrued thereon, and the amount of such taxes, shall at the option of the said Mortgagee, after thirty (30) days prior notice to Mortgagor,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

become due and payable. Provided, however, that should the payment of such tax or charge result in usury, then only such portion of tax or charge shall be paid by Mortgagor as will not amount to an exaction of interest in excess of the highest rate permitted by law.

10. In the event of default in the payment of interest on the Note, or in the event of default in the payment of the principal of the Note, or in the event of default in the performance of any of the other covenants, provisions or conditions contained herein or in said Note to be performed by Mortgagor, or in the event of the threatened removal or demolition of any improvements or portion thereof on said Mortgaged Premises, or in the event that any proceeding shall be begun to enforce or collect any junior lien or if said Mortgaged Premises shall come into the possession or control of any Court, then, at the option of Mortgagee, and after expiration of any applicable grace period, the principal amount of said Note at such time remaining unpaid, together with unpaid accrued interest thereon, and any other amounts due hereunder shall at once become immediately due and payable without notice to Mortgagor.

11. Mortgagor represents and warrants that the loan hereby secured is made for the purpose of carrying on or acquiring a business of Mortgagor pursuant to the provisions of Paragraph 6404, 4(1)(c) of Chapter 17 of the Illinois Revised Statutes.

12. Mortgagor covenants and agrees (which covenants and agreements are hereby expressly declared to be of the essence of this Indenture) that in the event of any default by Mortgagor hereunder, Mortgagor will, whether before or after the whole of said Note 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 the sale therein, forthwith upon demand of Mortgagee surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Mortgaged Premises, or of any part thereof, personally or by its agents or attorneys as for condition broken and in its discretion may, with or without force, and with or without process of law, enter upon, take and maintain possession of all, or any part of said Mortgaged Premises, together with all documents, books, records, papers and accounts of Mortgagor relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom, and may, in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Mortgaged Premises and conduct the business thereof, either personally or by its agents, and Mortgagee may at the expense of the Mortgaged Premises, from time to time, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Mortgaged Premises as to it may seem judicious, and may insure and reinsure the same, and may lease said Mortgaged Premises in such parcels and for such times and on such terms as to it may see fit (including leases for terms expiring beyond the maturity of the Note) and may cancel any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, and in every such case Mortgagee shall have the right to manage and operate the Mortgaged Premises and to carry on the same, and in every such case Mortgagee shall have the right to manage and operate the Mortgaged Premises and to carry on the business thereof, and to exercise all rights and powers of Mortgagor with respect thereto, as it shall deem best, and Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the Mortgaged Premises, or any part thereof, including the just and reasonable compensation for the services of Mortgagee and of the attorneys, agents, clerks, servants and others employed by it

UNOFFICIAL COPY

properly engaged and employed for services rendered in connection with the operation, management and control of the Mortgaged Premises and the conduct of the business thereof, Mortgagee shall apply the monies arising as aforesaid (i) to the payment of interest on overdue principal and overdue interest on the Note at the rate therein provided; (ii) to the payment of the interest accrued and unpaid on the note; (iii) to the payment of the principal of the Note at such time remaining outstanding and unpaid; (iv) to the payment of all other charges secured by or created under this Indenture; and (v) to the balance, if any, after the payment in full of items (i), (ii), (iii) and (iv) of this paragraph, shall be paid to Mortgagor.

13. Mortgagee shall have the right, although it shall not be required so to do, to remain in possession of the Mortgaged Premises and to collect the rents, issues and profits therefrom until the issuance of a Sheriff's Deed to the Mortgaged Premises pursuant to any decree of foreclosure in any proceeding to foreclose the lien created by this Indenture, notwithstanding the sale of the Mortgaged Premises pursuant to any such decree unless the amount bid at such sale shall be sufficient to pay in full the amount due under the terms of such decree and under the terms of this Indenture, and the net rents, issues and profits accruing from the Mortgaged Premises after the sale thereof pursuant to such decree remaining after the payment of all charges and expenses paid or incurred by Mortgagee in accordance with the provisions of this paragraph shall be applied by Mortgagee from time to time in partial satisfaction of any deficiency reported to the Court after such sale. Mortgagee in its discretion, is hereby authorized to surrender, after the approval of the Sheriff's Report of Sale, possession of the Mortgaged Premises to any person who may redeem the Mortgaged Premises from the Sheriff's Sale, provided that Mortgagee shall take proper steps to insure the segregation of the rents, issues and profits applicable to the payment of the deficiency decree, if any. This Indenture shall remain in full force as a lien on the rents, issues and profits of

100-10001

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

the Mortgaged Premises until the indebtedness secured hereby is paid in full or until the issuance of a Sheriff's Deed thereto. The provision of this paragraph shall survive any decree of foreclosure and any proceedings to foreclose the lien created by this Indenture and are a part of the consideration to the Mortgagee for the acceptance of the Note and this Indenture as security thereof. Upon the payment in full of the indebtedness which shall then be due and payable hereunder whether by lapse of time, declaration or otherwise, Mortgagee shall restore to Mortgagor possession of the Mortgaged Premises, which shall thenceforth be subject to this Indenture the same as if such entry had not been made. The power of entry and the powers incidental thereto as herein provided may be exercised as often as occasion therefor shall arise and their exercise shall not suspend or modify any other right or remedy hereunder.

14. Mortgagor covenants and agrees (and it is expressly declared that Mortgagee would not have made the loan secured by this Indenture if Mortgagor did not so covenant and agree, and such covenants and agreements are hereby expressly declared to be the essence of this Indenture) that in the event Mortgagor shall default hereunder and the Note shall become due and payable, either by lapse of time or by acceleration as herein provided, Mortgagee shall have the right immediately to foreclose the lien of this Indenture and upon the filing of any bill for that purpose the Court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to Mortgagor, or any party claiming under Mortgagor, and without regard to the solvency or insolvency at the time of the application for a receiver of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Mortgaged Premises or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, whether nominated by the plaintiff, or otherwise, in such foreclosure suit for the benefit of Mortgagee, with power to collect the rents, issues and profits of the

33-11-1964

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Mortgaged Premises during the pendency of such foreclosure suit, and in case of sale and deficiency, until the issuance of a Sheriff's Deed to the Mortgaged Premises; and Mortgagor hereby consents to the application from time to time of the net amount in receiver's hands in payment, in whole or in part, of any or all of the following items: (i) Amounts due upon the indebtedness secured hereby; (ii) Amounts due upon any decree entered in any suit foreclosing this indenture; (iii) Insurance of the Mortgaged Premises; or (iv) taxes, special assessment or any other lien or charge upon the Mortgaged Premises, whether superior or subordinate to the lien of this Indenture, or any decree foreclosing the same.

15. In case of foreclosure of the lien of this Indenture by Mortgagee in any court of law or equity, there shall be allowed reasonable compensation for all court costs and expenses incurred by the Plaintiff, including attorneys' fees, stenographers' charges, costs of procuring abstracts of title and continuations thereof, opinions of title or title guaranty policies and continuations thereof, and costs of procuring testimony and evidence and statements of witnesses and documentary evidence, if any, incurred by Mortgagee in and about any such suit or proceeding or in the preparation therefor, and in case Mortgagee shall be made party to any suit or legal proceeding by reason of this Indenture, its costs, expenses, reasonable fees and the charges of its counsel, for services in such suit or proceeding, shall be a further lien or charge upon the Mortgaged Premises. All such fees and expenses allowable pursuant to the provisions of this paragraph shall be so much additional indebtedness secured hereby and shall be a charge on said Mortgaged Premises prior and paramount to the Note and interest thereon, and whenever possible shall be provided for in any judgment or decree entered in any such proceeding. There shall be included in any decree foreclosing the lien of this Indenture and be paid out of the rents or proceeds of any sale made in pursuance of any such decree in the following order (i) all costs of such suit or suits,

UNOFFICIAL COPY

advertising, sale and conveyance, including attorneys' and stenographers' fees, outlays for documentary evidence and costs of said abstract and examination of title; (ii) all monies advanced by the Mortgagee for any purpose authorized in this Indenture, with interest on such advances at the Default Rate from the date of such advances; (iii) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (iv) all of the principal of the Note and any other amounts due under the provisions of this Indenture at such time remaining unpaid. The over-plus of the proceeds of the sale, if any, shall then be paid to Mortgagor on reasonable request. In case, after legal proceedings are instituted to foreclose the lien of this Indenture, tender is made of the entire indebtedness due hereunder, Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, and such expenses shall be so much additional indebtedness secured by this Indenture.

16. It is expressly understood and agreed that Mortgagor shall remain liable for the payment of the Note and all interest thereon and all other indebtedness secured by this Indenture, notwithstanding any extension of time of payment of principal or interest on the Note or any indulgences of any kind or nature of any sort whatsoever which Mortgagee or the depository may give, grant or permit to any subsequent ownership of the Mortgaged Premises without notice to Mortgagor, and Mortgagor hereby expressly waives any such notice.

17. The invalidity of any one or more covenants, phrases, sentences, clauses or paragraphs of this Indenture shall not affect the remaining portions of the Indenture, or any part thereof, and in the event that any one or more of the covenants, phrases, clauses, sentences or paragraphs contained herein should be invalid, this Indenture shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs had not been inserted.

300721554

UNOFFICIAL COPY

18. The covenants, agreement, conditions, promises and undertakings in this Indenture contained shall extend to and be binding upon Mortgagor and any and all persons claiming any interest in the Mortgaged Premises by, through or under Mortgagor, the same as if they were in every case named and expressed, and all of the covenants hereof shall bind them and each of them, both jointly and severally and shall inure to the benefit of Mortgagee, its successors and assigns.

19. Mortgagee is hereby expressly authorized and empowered, at its option, to collect and receive any and all condemnation awards heretofore made or hereafter to be made to any owner of the Mortgaged Premises and, after deducting from the proceeds of any such award any expenses incurred by it in the collection or handling of said fund, to apply the net proceeds as a credit on any portion of the mortgage debt selected by it, whether then matured or subsequently to mature, or on any deficiency decree; and Mortgagee shall not be held responsible for any failure to collect any awards, regardless of the cause of such failure. In the event Mortgagee does not exercise its option to collect such award and the same is collected by Mortgagor, Mortgagor agrees to pay over to Mortgagee promptly the next proceeds of any such award to be applied on the mortgage debt as aforesaid. Mortgagor hereby agrees that the foregoing power and authority is irrevocable and coupled with an interest, and that nothing in this section shall in any way affect the security of this Mortgage or the liability of Mortgagor for payment of the entire balance of the debt hereby secured. Entry of a decree of foreclosure of the lien hereof shall not affect or impair the above granted powers and authority.

20. Mortgagor, for itself, its successors and assigns, and for any and all persons acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof, hereby expressly waives and releases (i) any and all right of redemption from sale under order or decree of foreclosure of this Mortgage; and (ii) any and all rights to a partial release of this Mortgage, and

UNOFFICIAL COPY

further acknowledges that it has no right to obtain a partial release of this Mortgage from Mortgagee hereunder, or under the Note secured hereby.

21. Mortgagee may require Mortgagor, in addition to the required payments of principal and interest and the required deposits for payment of taxes and special assessments to deposit with Mortgagee monthly commencing with the first installment of principal and interest a sum equal to one hundred ten percent (110%) of the premiums which will next become due on policies of fire and other insurance requirements of this Mortgage (all as estimated by Mortgagee) divided by the number of months to elapse before one (1) month prior to the date when such premiums will become due, such sums to be held by Mortgagee, without interest accruing thereon, to pay such premiums when due. If the amount of such deposits shall exceed payments by Mortgagee for such premiums the excess shall be credited on subsequent deposits to be made by Mortgagor. If such deposits shall be insufficient to pay such premiums when due, Mortgagor shall pay to Mortgagee the amount of the deficiency on the first day of the month following the determination of the amount of the deficiency. Such deposits shall be based upon one hundred ten percent (110%) of the prior year's insurance premiums.

22. Mortgagor shall provide for the management of the Mortgaged Premises in a satisfactory manner. Any management agreement or contract entered into by Mortgagor shall contain a provision that it shall be subject to termination by Mortgagee, without penalty and with or without cause, upon written request. In the event of a default of any nature in the Note secured hereby, in this Mortgage or in any other security instrument held by Mortgagee, and the expiration of any applicable cure period, Mortgagee shall have the right to terminate any management agreement, contract or agents/managers responsible for the Mortgaged Premises management, if, in the sole opinion of Mortgagee, said Mortgaged Premises management is unsatisfactory in

92072564

22. Mortgagor shall provide for the management of the mortgaged premises in a satisfactory manner. Any management agreement or contract entered into by mortgagor shall contain a provision that it shall be subject to termination by mortgagor, without penalty and with or without cause, upon written request. In the event of a default of any nature in the Note secured hereby, in this Mortgage or in any other security instrument held by mortgagor, and the expiration of any applicable cure period, mortgagor shall have the right to terminate any management agreement, contract or agents/managers responsible for the mortgaged premises management, if, in the sole opinion of mortgagor, said mortgaged premises management is unsatisfactory in

year's insurance premiums. shall be based upon one hundred ten percent (110%) of the prior determination of the amount of the deficiency. Such deposits the deficiency on the first day of the month following the premiums when due, mortgagor shall pay to mortgagor the amount of mortgagor. If such deposits shall be insufficient to pay such the excess shall be credited on subsequent deposits to be made by such deposits shall exceed payments by mortgagor for such premiums accruing thereon to pay such premiums when due. If the amount of become due, such sums to be held by mortgagor, without interest before one (1) month prior to the date when such premiums will estimated by mortgagor) divided by the number of months to elapse fire and other insurance requirements of this Mortgage (all as (110%) of the premiums which will next become due on policies of principal and interest a sum equal to one hundred ten percent with mortgage monthly commencing with the first installment of deposits for payment of taxes and special assessments to deposit required payments of principal and interest and the required 21. Mortgagor may require mortgagor, in addition to the

further acknowledges that it has no right to obtain a partial release of this mortgage from mortgagor hereunder, or under the Note secured hereby.

UNOFFICIAL COPY

any respect. Upon receipt of written request from Mortgagee, Mortgagor shall immediately terminate any such management agreement, contract or agents/managers. Mortgagor shall then make arrangements for the continuing management of the Mortgaged Premises which are satisfactory to Mortgagee. If Mortgagor has not terminated the management agreement, contract or agents/managers within fifteen (15) days after receipt of Mortgagee's request, Mortgagee may terminate said management arrangements by forwarding a termination notice to the management agent, with a copy to Mortgagor.

23. Mortgagor covenants and agrees that it shall suffer or permit no secondary financing; nor subordinate debt instrument of any kind, nor other encumbrance against the Mortgaged Premises during the term hereof, and that none exist at the date hereof.

24. Mortgagor covenants and agrees:

(a) Any and all future leases executed in connection with the Mortgaged Premises shall be on a standard lease form, or forms, approved by Mortgagee;

(b) If required by Mortgagee, all submitted leases shall be accompanied by current credit and financial information on the proposed tenant and Mortgagee shall be furnished with a Schedule of Leases signed by Mortgagor (or its beneficiaries) containing all information required by Mortgagee;

(c) All amendments to existing leases and all future leases entered into during the term of this Mortgage will contain no rent concessions, be for terms not to exceed two (2) years, shall contain no options to renew or purchase and shall be at the then prevailing market rental;

(d) On demand to make, execute, have executed and delivered during the term of this Mortgage such specific Assignment of Lessor's Interest in Leases on the form commonly required by Mortgagee, as may be required by Mortgagee, which said assignments shall provide that the assignor shall have the right to collect rents as long as there are no defaults under this

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Mortgage, the Note secured hereby, or under any other security instrument held by Mortgagee, and Mortgagee may, at its option, notify Tenants of said assignments and give notice to Tenants that no payment of rentals in advance of the requirements of said leases are to be made.

25. Mortgagee shall have the right to inspect the Mortgaged Premises at all reasonable times and access thereto shall be permitted for that purpose.

26. Mortgagor hereby assigns, transfers and sets over to Mortgagee the entire proceeds of any award or any claim for damages for any of the Mortgaged Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of building or improvements on said Mortgaged Premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the amount of such award is insufficient to cover the cost of rebuilding or restoring, Mortgagor shall pay such cost in excess of the award, before being entitled to the reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, at the first succeeding date on which Mortgagor could so elect) to repay the indebtedness in accordance with the terms of the Note secured hereby.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

27. Any forbearance by Mortgagee in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any right or remedy thereafter.

28. Mortgagor and its successors and assigns covenant and agree that there shall be no sale or transfer of all, or any, of its interest in the Mortgaged Premises without the prior written approval of Mortgagee. In the event that the Mortgaged Premises, or any part thereof, are sold or transferred by Mortgagor without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed, the same shall conclusively be deemed to increase the risk of Mortgagee and Mortgagee may declare the entire unpaid principal of the Note secured by this Mortgage and all accrued interest thereon secured hereby immediately due and payable.

Mortgagee specifically reserves the right to condition its reasonable consent to a sale, transfer, assignment or conveyance (by way of illustration and not by way of limitation) upon the reasonable approval of the financial and/or management ability of the purchaser, assignee, transferee or subsequent owner of the Mortgaged Premises.

For the purposes of the preceding two paragraphs, the terms "sell or transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, any assignment, exchange, trade or other disposition of the undersigned's interest in all or any part of the premises.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor, by its corporate general partner, has affixed its hand and seal, causing these presents to be executed, for and on behalf of its President, attested by its Secretary and its corporate seal to be hereunto affixed, this 3/5/92 day of January, 1992.

LAUNDRYLAND SOUTH ASSOCIATES, L.P.,
an Illinois General Partnership

By: Laundryland South, Inc.,
General Partner

By: _____
Its: _____

THIS INSTRUMENT WAS PREPARED BY:
Martin S. Korey
STONE, BOGRUND, KOREY & SPAGAT
221 North LaSalle Street, #3200
Chicago, Illinois 60601

MSK:jm
LOCV.3

1992 JAN 5 PM 3:46 02072564

BOOK 9334-233

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS

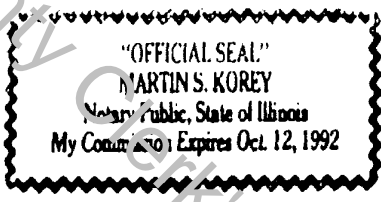
COUNTY OF COOK

)
) SS
)

I, Martin S. Korey, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert [unclear] President of [unclear] an Illinois Corporation and [unclear] Secretary of said Company, personally known to me and known to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and of any and all rights of redemption from sale under any order or decree foreclosing this Mortgage, and said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix said corporate seal of the Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 31st day of January, 1992.

Martin S. Korey
 Notary Public
 My Commission Expires: _____



92070004

UNOFFICIAL COPY

SCHEDULE A

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 13 TO 17 INCLUSIVE IN BLOCK 16 IN COBE AND MCKINNON'S 59TH ST AND WESTERN AVENUE SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECORDED MARCH 9, 1989 AS DOCUMENT 89104129 MADE BY AND BETWEEN FLETCHER HARMeyer ENTERPRISES, AN ILLINOIS PARTNERSHIP, AND QUIK WASH V, A CORPORATION OF ILLINOIS, FOR INGRESS AND EGRESS OVER PARTS OF THE FOLLOWING DESCRIBED LAND, TO WIT:

LOTS 18 TO 24 INCLUSIVE IN BLOCK 16 IN COBE AND MCKINNON'S 59TH ST AND WESTERN AVENUE SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS. 19-13-415-025-0000; 19-13-415-026-0000; 19-13-415-027-0000;
19-13-415-028-0000; 19-13-415-029-0000.

ADDRESS: 6036 SOUTH WESTERN AVENUE, CHICAGO, ILLINOIS

Record of Cook County Clerk's Office

92072564

UNOFFICIAL COPY

Property of Cook County Clerk's Office