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This Instrument
 Prepared by:
 Smith & Feola, P.C.
 and Shall be Returned to:
 Smith & Feola, P.C.
 Attn: Robert J. Traica, Esq.
 2800 N. Central Avenue
 Suite 1400
 Phoenix, Arizona 85004

92073154



DEPT-01 RECORDINGS \$84.00
 T1111 TRAN 5576 02/04/92 16:45:00
 2690 + A * -92-073454
 COOK COUNTY RECORDER

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

92073154

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") is made as of December 31, 1991, by VALENCIA HOLDINGS, INC. an Arizona corporation whose mailing address is 2222 S. Dobson Road, Suite 302, Mesa, Arizona 85202 ("Mortgagor") in favor of FIRST AMERICAN HOLDINGS CORPORATION, an Arizona corporation whose mailing address is 2800 N. Central Avenue, Suite 300, Phoenix, Arizona 85004, and its successors and assigns ("Mortgagee").

Mortgagor is justly indebted to the Mortgagee in the principal sum of Three Million Dollars (\$3,000,000.00) evidenced by a certain Promissory Note of even date herewith ("Note"), made payable to the order of and delivered to the Mortgagee, whereby the obligor promises to pay the Note, late charges, prepayment premiums (if any) and interest at the specified rate or rates, all as provided in the Note. The final payment of principal and interest, if not sooner paid, shall be due on December 31, 1996. All such payments on account of the indebtedness secured hereby shall be applied first to interest on the unpaid principal balance of the Note, secondly to any other sums due thereunder, thirdly to all other advances and sums secured hereby, and the remainder to principal.

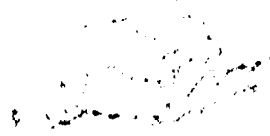
Mortgagor, in order to secure the payment of said principal sum of money and said interest and late charges and prepayment premiums, if any, in accordance with the terms, provisions and limitations of this Mortgage and of the Note, and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor does by these presents mortgage, grant, remise, release and convey unto the Mortgagee and its successors and assigns, the following described real estate and all of its present and hereafter acquired right, title and interest therein, situated, lying and being in the County of Cook and State of Illinois to wit:

First American Title Order # 036825 3/4

92073154

83⁰⁰ +
 [Signature]
 R

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND
MADE A PART HEREOF AS EXHIBIT "A"

commonly known as Forest Home Cemetery which, with the property hereinafter described, is collectively referred to herein as the "Premises".

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); all tenant security deposits, utility deposits and insurance premium rebates to which Mortgagor may be entitled or which Mortgagor may be holding; and all fixtures, apparatus, equipment and articles (other than inventories held for sale) which relate to the use, occupancy, and enjoyment of the Premises. 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 the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste; (c) keep the Premises free from mechanic's liens or other liens or claims for liens not expressly subordinated to the lien hereof (collectively called "Liens"), subject, however, to the rights of the Mortgagor set forth in the next Paragraph below; (d) immediately 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 (no such subsequent lien to be permitted hereunder) and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee; (e) complete within a reasonable time any

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building(s) or other improvement(s) now or at any time in process of erection upon the Premises; (f) comply with all federal, state and local requirements of laws, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (g) make no alterations in the Premises without Mortgagee's prior written consent; (h) suffer or permit no change in the general nature of the use of the Premises without Mortgagee's prior written consent; (i) observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including without limitation zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Premises or contracted for in connection with any present or future use of the Premises, and (j) pay each item of Indebtedness secured by this Mortgage when due according to the terms hereof and of the Note. As used in this Paragraph and elsewhere in this Mortgage, the term "Indebtedness" means and includes the unpaid principal sum evidenced by the Note, together with all interest, additional interest, late charges and prepayment premiums thereon (if any), and all other sums at any time secured by this Mortgage.

Anything in (c) and (d) above to the contrary notwithstanding, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any lien not expressly subordinated to the lien hereof, and defer payment and discharge thereof during the pendency of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such lien; (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such lien; and (iii) that Mortgagor shall have deposited with Mortgagee, a sum of money which shall be sufficient in the judgment of Mortgagee to pay in full such lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the lien plus any interest, costs and expenses finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the money so deposited in payment of or on account of such lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such lien, together with all interest thereon,

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Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such lien or that part thereof then unpaid (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

2. PAYMENT OF TAXES. Mortgagor shall pay all general taxes before any penalty or interest attaches, and shall pay special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagor may desire to contest, in the manner provided by law.

3. TAX DEPOSITS. If required pursuant to written notice delivered from Mortgagee to Mortgagor at any time or times during the existence of this Mortgage, Mortgagor shall deposit with the Mortgagee, commencing on the first day of the calendar month following such notice and on the first day of each month following the month thereafter (unless otherwise agreed to by Mortgagee), a sum equal to the amount of all real estate taxes and assessments (general and special) next due upon or for the Premises (the amount of such taxes next due to be based upon the Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) reduced by the amount, if any, then on deposit with the Mortgagee, divided by the number of months to elapse before two months prior to the date when such taxes and assessments will first become due and payable. Such deposits are to be held without any allowance or payment of interest to Mortgagor and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) when the same become due and payable, the Mortgagor shall, within ten (10) days after receipt of demand therefor from the Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Said deposits need not be kept separate and apart from any other funds of the Mortgagee.

Anything in this Paragraph 3 to the contrary notwithstanding, if the funds so deposited are insufficient to

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pay any such taxes or assessments (general or special) or any installment thereof, Mortgagor will, not later than the thirtieth (30th) day prior to the last day on which the same may be paid without penalty or interest, deposit with the Mortgagee the full amount of any such deficiency.

If any such taxes or assessments (general or special) shall be levied, charged, assessed or imposed upon or for the Premises, or any portion thereof, and if such taxes or assessments shall also be a levy, charge, assessments or imposition upon or for any other premises not encumbered by the lien of this Mortgage, then the computation of any amount to be deposited under this Paragraph 3 shall be based upon the entire amount of such taxes or assessments, and Mortgagor shall not have the right to apportion the amount of any such taxes or assessments for the purposes of such computation.

3a. INSURANCE DEPOSITS. For the purpose of providing funds with which to pay premiums when due on all policies of fire and other hazard insurance covering the Premises and the Collateral (defined below) if required by notice from Mortgagee in writing, Mortgagor shall deposit with the Mortgagee, commencing on the first day of the month immediately following such notice and on the first day of each month thereafter (unless otherwise agreed to by Mortgagee), a sum equal to the Mortgagee's estimate of the premiums that will next become due and payable on such policies reduced by the amount, if any, then on deposit with the Mortgagee, divided by the number of months to elapse before two (2) months prior to the date when such premiums become due and payable. No interest shall be allowed or paid to Mortgagor on account of any deposit made hereunder and said deposit need not be kept separate and apart from any other funds of the Mortgagee.

4. MORTGAGEE'S INTEREST IN AND USE OF TAX AND INSURANCE DEPOSITS; SECURITY INTEREST. In the event of a default hereunder, the Mortgagee may, at its option but without being required so to do, apply any monies at the time on deposit pursuant to Paragraphs 3 and 3a hereof on any of Mortgagor's obligations contained herein or in the Note, in such order and manner as the Mortgagee may elect. When the indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Premises as the same appear on the records of the Mortgagee. A security interest, within the meaning of the Uniform Commercial Code of the State in which the Premises are located, is hereby granted to the Mortgagee in and to all monies at any time on deposit pursuant to Paragraphs 3 and 3a hereof and such monies and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all as additional security for the indebtedness hereunder and shall be subject to the direction or control of the Mortgagee; provided, however, that the Mortgagee shall not be

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liable for any failure to apply to the payment of taxes or assessments or insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have furnished Mortgagee with the bills therefor and requested Mortgagee in writing to make application of such funds to the payment of the particular taxes or assessments or insurance premiums for payment of which they were deposited. Mortgagee shall not be liable for any act or omission taken in good faith, but only for its gross negligence or willful misconduct.

5. INSURANCE. Mortgagor shall keep all buildings and improvements and the Collateral (defined in Paragraph 27 below) now or hereafter situated on said Premises insured against loss or damage by fire on a so called "All Risks" basis and against such other hazards as may reasonably be required by Mortgagee, including without limitation of the generality of the foregoing: (a) rent loss or business interruption insurance whenever in the opinion of Mortgagee such protection is necessary; and (b) flood insurance whenever same is available and, in the opinion of Mortgagee, such protection is necessary. Mortgagor shall also provide insurance coverages with such limits for personal injury and death and property damage as Mortgagee may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, with waiver of subrogation and replacement cost endorsements and a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all original 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.

Mortgagor 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 non-contributory mortgagee clause acceptable to Mortgagee. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the original policy or policies of such insurance. In the event of a foreclosure of the lien of this Mortgage, or of a transfer of title to the Premises either in lieu of foreclosure or by purchase at the foreclosure sale, all interest in all insurance policies in force shall pass to Mortgagee, transferee or purchaser, as the case may be.

Within ninety (90) days following the end of each fiscal year of Mortgagor, at the request of the Mortgagee, Mortgagor agrees to furnish such evidence of replacement cost, without cost to the Mortgagee, as is regularly and ordinarily

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made available to insurance companies to determine the then replacement cost of the building(s) and other improvements on the Premises.

6. ADJUSTMENT OR LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE. In case of loss or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance monies so long as: (a) each lease applicable to the Premises is in full force and effect and each tenant thereunder is not in default and such loss or damage shall not result in the termination or cancellation of any of those leases or give any tenant thereunder the right to terminate or cancel its lease; (b) no insurer denies liability to any insured or claims any right of participation in any of the Mortgagee's security; and (c) this Mortgage is not in default, then such insurance proceeds, after deducting therefrom any expense 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. In all other cases, such insurance proceeds may, at the option of the Mortgagee, be (a) applied in reduction of the Indebtedness secured hereby, whether due or not; or (b) held by the Mortgagee and used to reimburse Mortgagor (or any lessee) for the cost of the repair, rebuilding or restoration of the building(s) and other improvement(s) on the Premises.

In any event requiring repair or restoration, the building(s) and other improvement(s) shall be so repaired, restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the insurance proceeds are made available for repair, rebuilding or restoration, such proceeds shall be disbursed upon the "Disbursing Party" (hereafter defined) being furnished with satisfactory evidence of the cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, and other evidence of cost and payments so that the Disbursing Party can verify that the amounts disbursed from time to time are represented by completed and in-place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the Disbursing Party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

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If the cost of rebuilding, repairing or restoring the building(s) and other improvement(s) may reasonably exceed the sum of Fifty Thousand Dollars (\$50,000.00), then the Mortgagee must approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds, after payment of the cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall, at the option of the Mortgagee, be applied on account of the Indebtedness or paid to any party entitled thereto as the same appears on the records of the Mortgagee. No interest shall be allowed to Mortgagor on any proceeds of insurance held by the Disbursing Party.

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

7. STAMP TAX; EFFECT OF CHANGES IN LAWS REGARDING TAXATION. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over the Mortgagor, any tax is due or becomes due in respect to the Note or this Mortgage, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note.

In the event of the enactment of any law of the state in which the Premises are located imposing upon the Mortgagee the payment of the whole or any part of taxes, assessments or charges on the lien of this Mortgage, 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 Premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee: (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law; then and in any such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the Indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

8. OBSERVANCE OF LEASE ASSIGNMENT. As additional security for the payment of the Note and for the faithful performance of the terms and conditions contained herein, Mortgagor and its beneficiary or beneficiaries do hereby assign to the Mortgagee all of their right, title and interest as landlords in and to the present leases and all future leases of

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the Premises. All leases of the Premises are subject to the approval of the Mortgagee as to form, content and tenant(s).

Mortgagor will not and Mortgagor's beneficiary or beneficiaries will not, without Mortgagee's prior written consent: (i) execute any assignment or pledge of any rents or any leases of the Premises except an assignment or pledge securing the Indebtedness in favor of Mortgagee; or (ii) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (iii) make any lease of the Premises except for actual occupancy by the tenant thereunder.

Mortgagor shall not and the beneficiary of Mortgagor, if any, shall not enter into or permit to be entered into any management contract, assignment or sublease of any lease, license or concession pertaining to the Premises without prior written approval of Mortgagee having first been obtained and following such approval shall not amend or modify the same without further written approval of Mortgagee.

Mortgagor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such leases on the part of the tenants to be kept and performed, but Mortgagor shall not and Mortgagor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any lease without prior written consent of Mortgagee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such lease or the obligations, duties or liabilities of the landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Mortgagee, upon written request of Mortgagee, any lease or leases of the Premises heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Mortgagee, within ten (10) days after a request by Mortgagee so to do, a written statement containing the names of all tenants and the terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Mortgagee any right to request from the tenant under any lease of the Premises a certificate with respect to the status thereof.

Nothing in this Mortgage or in any other documents relating to the Note secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of the landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages

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therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay or cause to be performed and paid.

At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Mortgagee and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, of a unilateral declaration to that effect.

In the event of the enforcement by Mortgagee of any remedies provided for by law or by this Mortgage, the tenant under each lease of the Premises shall, at the option of the Mortgagee, attorn to any persons succeeding to the interest of landlord as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof; provided, however, that said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the consent of Mortgagee or said successor in interest. Each tenant, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

Mortgagee shall have the option to declare this Mortgage in default because of a material default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Rents or Leases separately executed, executed pursuant to this Paragraph 8, or otherwise, shall constitute a default hereunder, on account of which the whole of the Indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable, without notice to the Mortgagor.

9. MORTGAGOR AND LIEN NOT RELEASED. From time to time, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, its beneficiary or Mortgagor's successors or assigns or the consent of any junior lien holder, guarantor or tenant, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement or condition: (a) release anyone primarily or secondarily liable on any of the Indebtedness; (b) accept a renewal note or notes of the Note; (c) release from the lien of this Mortgage any part of the Premises; (d) take or release other or additional security for the Indebtedness; (e) consent to any plat, map or plan of the Premises or Declaration of Condominium as to the Premises (in whole or in part); (f) consent to the granting of any easement; (g) join in any extension or

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subordination agreement; (h) agree in writing with Mortgagor to modify the rate of interest or period of amortization of the Note or change the time of payment or the amount of the installments payable thereunder; and (i) waive or fail to exercise any right, power or remedy granted by law or herein or in any other instrument given at any time to evidence or secure the payment of the Indebtedness.

Any actions taken by Mortgagee pursuant to the terms of this Paragraph 9 shall not impair or affect: (a) the obligation of Mortgagor or Mortgagor's successors or assigns to pay any sums at any time secured by this Mortgage and to observe all of the covenants, agreements and conditions herein contained; (b) the guaranty of any individual or legal entity for payment of the Indebtedness; and (c) the lien or priority of the lien hereof against the Premises.

Mortgagor shall pay to Mortgagee a reasonable service charge and such title insurance premiums and attorneys' fees as may be incurred by Mortgagee for any action described in this Paragraph 9 taken at the request of Mortgagor or its beneficiary or beneficiaries.

10. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner Mortgagee deems 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 sell any tax lien or assessment or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of any landlord in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to protecting the Premises or the lien hereof, shall be so much additional Indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest set forth in the Note applicable to a period when a default exists thereunder. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

11. MORTGAGEE'S RELIANCE ON TAX BILLS, ETC. Mortgagee, in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any computer or billing service, bill, statement or estimate procured from the appropriate public office or title company without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge,

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compromise settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

12. ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT.

If: (a) default be made in the due and punctual payment of principal or interest on the Note, or any other payment due in accordance with the terms thereof or if default be made in the due and punctual payment of any other payment or obligation of any nature owed by Mortgagor to Mortgagee; or (b) the Mortgagor or any beneficiary thereof or any guarantor of the Note shall (i) file a petition for liquidation, reorganization or adjustment of debt under Title 11 of the United States Code (11 U.S.C. §§ 101 et seq.) or any similar law, state or federal, whether now or hereafter existing, or (ii) file any answer admitting insolvency or inability to pay debts, or (iii) fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) any order for relief of the Mortgagor or any beneficiary thereof or any guarantor of the Note shall be entered in any case under Title 11 of the United States Code, or a trustee or a receiver shall be appointed for the Mortgagor or for any beneficiary thereof or for any guarantor of the Note, or for all or the major part of the property of Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of the property of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note in any voluntary or involuntary proceeding for the reorganization, dissolution, liquidation, adjustment of debt or winding up of the Mortgagor or of any beneficiary thereof or of any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction not be relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagor or any beneficiary thereof or any guarantor of the Note secured hereby shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or any major part of its property; or (e) default shall be made in the due observance or performance of any other covenant, agreement or condition hereinbefore or hereinafter contained and required to be kept or performed or observed by the Mortgagor or its beneficiary; (f) default shall be made in the due observance or performance of any covenant, agreement or condition contained in the Note or any guaranty thereof or in any other instrument given at any time to secure the payment of the Note; then and in any such event, the whole of the indebtedness shall at once, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor.

If while any insurance proceeds or condemnation awards are held by or for the Mortgagee to reimburse Mortgagor or

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any lessee for the cost of repair, rebuilding or restoration of building(s) or other improvement(s) on the Premises, as set forth herein, the Mortgagee shall be or become entitled to accelerate the maturity of the Indebtedness, then and in such event, the Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by or for it in reduction of the Indebtedness, and any excess held by it over the amount of the Indebtedness shall be paid to Mortgagor or any party entitled thereto, without interest, as the same appear on the records of the Mortgagee.

13. FORECLOSURE, EXPENSE OF LITIGATION. 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. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the order or judgment for foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee including, without limitation, expenditures for attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) or procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of, the Premises. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees and expenses as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorneys employed by Mortgagee in any litigation or proceeding altering this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparation for the commencement or defense of any action or proceeding or threatened action or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists thereunder, and shall be secured by this Mortgage.

At all times, the Mortgagor shall appear in and defend any suit, action or proceeding that might in any way in the sole judgment of Mortgagee affect the value of the Premises, the priority of this Mortgage or the rights and powers of Mortgagee hereunder or under any document given at any time to secure the Indebtedness. Mortgagor shall, at all times, indemnify, hold harmless and reimburse Mortgagee on demand for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred

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in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Mortgage, and shall bear interest after demand at the rate specified in the Note applicable to a period when an uncured default exists thereunder, and such interest shall be secured hereby and shall be due and payable on demand.

14. APPLICATION OF PROCEEDS OF FORECLOSURE SALE. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other liens which may under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; and fourth, any excess to any party entitled thereto as their rights may appear.

15. APPOINTMENT OF RECEIVER OR MORTGAGEE IN POSSESSION. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of the Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and the Mortgagee or any holder of the Note may be appointed as such receiver or as Mortgagee in possession. Such receiver or the Mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or Mortgagee in possession, would be entitled to collect such rents, issues and profits, and all other powers which 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 or Mortgagee in possession to apply the net income in its hands in payment in whole or in part of: (a) the Indebtedness secured hereby or by any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

16. RIGHTS CUMULATIVE. Each right, power and remedy conferred upon the Mortgagee by this Mortgage and by all other

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

17. MORTGAGEE'S RIGHT OF INSPECTION. Mortgagee, its representatives, agents or participants shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

18. EMINENT DOMAIN AND/OR CONDEMNATION. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. So long as: (a) any applicable lease is in full force and effect and each tenant thereunder is not in default and such taking shall not result in the termination or cancellation of any of those leases or give any tenant thereunder the right to cancel its lease; (b) the Premises require repair, rebuilding or restoration; and (c) this Mortgage is not in default; then any award, after deducting therefrom any expenses incurred in the collection thereof, shall be made available by the Mortgagee for the repair, rebuilding or restoration of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee.

In all other cases, the Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, whether due or not, or make those proceeds available for repair, restoration or rebuilding of the Premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In any case where proceeds are made available for repair, rebuilding or restoration, the proceeds of the award shall be paid out in the same manner and under the same conditions provided in Paragraph 6 hereof for the payment of insurance proceeds toward the cost of repair, rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of repair, rebuilding, restoration and the reasonable charges of the Disbursing Party shall, at the option of Mortgagee, be applied on account of the Indebtedness or paid to any part entitled thereto as the same

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appear on the records of the Mortgagee. No interest shall be allowed to Mortgagor on account of any proceeds of any award held by the Mortgagee.

19. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS. Mortgagee shall release (in whole or partially) this Mortgage and the lien created hereby (in whole or partially) by proper instrument upon payment and discharge of all Indebtedness (or applicable agreed portion) secured hereby (including any prepayment charges and late charges provided for herein or in the Note) and upon payment of a reasonable fee to Mortgagee for the preparation and execution of such proper instrument as shall be determined by Mortgagee in its absolute discretion.

20. GIVING OF NOTICE. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof, by certified mail addressed to the Mortgagor or to the Mortgagee, as the case may be, at the respective addresses set forth on the first page hereof or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

21. WAIVER OF DEFENSE. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available for the party interposing same as an action at law upon the Note.

22. WAIVER OF STATUTORY RIGHTS. Mortgagor shall not and will not (nor shall any beneficiary of Mortgagor) apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws or any so-called "Moratorium Laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the lien of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, including its beneficiary, waives any and all right to have the property and estates comprising the Premises marshalled 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 does hereby expressly waive any and all rights of redemption from sale under any order or judgment of foreclosure of the lien of this Mortgage on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein and each and every person, except judgment creditors of the 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.

23. FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE. Mortgagor covenants and agrees that it will keep and maintain, or

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24. FILING AND RECORDING CHARGES AND TAXES. Mortgagor will pay all filing, registration, recording and search and information fees, and all expenses incident to the execution and acknowledgement of this Mortgage and all other documents securing the Note and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing, recording or registration of the Note, this Mortgage and all other documents securing the Note and all assignments thereof.

23.2 If Mortgagor fails to furnish promptly any report required by Paragraph 23.1, the Mortgagee may elect (in addition to exercising any other right, remedy and power) to make an audit of all books and records of Mortgagor and its beneficiaries which in any way pertain to the Premises and to prepare the statement or statements which Mortgagor failed to procure and deliver. Such audit shall be made and such statement or statements shall be prepared by an independent certified Public Accountant to be selected by the Mortgagee. Mortgagor shall pay all expenses of the audit and other services which expenses shall be secured hereby as additional indebtedness and shall be immediately due and payable with interest thereon at the rate set forth in the Note applicable to a period when default exists thereunder.

23.1 Mortgagor covenants and agrees to furnish to the Mortgagee, within ninety (90) days following the end of every fiscal year applicable to the operation of the improvements on the Premises, a copy of a report of the operations of the improvements on the Premises for the year then ended, to be certified by the Mortgagor or its beneficiary (or a general partner, if the beneficiary of Mortgagor is a partnership or the chief financial officer if the beneficiary of Mortgagor is a corporation) satisfactory to the Mortgagee, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses. Each such certificate to each such annual report shall certify that the certifying party examined such records as were deemed necessary to such certification and those statements are true, correct and complete.

cause its beneficiary or beneficiaries from time to time to keep and maintain, books and records of account in which full, true and correct entries shall be made of all dealings and transactions relative to the Premises, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of the Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained in accordance with generally accepted accounting principles consistently applied.

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26.3 Governmental Compliance. Mortgagor shall not by act or omission permit any lands or improvements not subject to the lien of this Mortgage to include the Premises or any part thereof in fulfillment of any governmental requirement, and

26.2 Severability and Applicable Law. In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagor, not affect any other provision of this Mortgage, the Note or other document and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures are to be construed in accordance with and governed by the laws of the state in which the Premises are situated.

26.1 Release of Previous Holder. The word "Mortgagee" when used herein shall include the successors and assigns of the original Mortgagee named on Page 1 hereof, and the holder or holders, from time to time, of the Note. However, whenever the Note is sold, each prior holder shall be automatically freed and relieved, on and after the date of such sale, of all liability with respect to the performance of each covenant and obligation of Mortgagee hereunder thereafter to be performed, provided that any monies in which the Mortgagor has an interest, which monies are then held by the seller of the Note, are turned over to the purchaser of the Note.

26. MISCELLANEOUS. Binding Nature. This Mortgage and all provisions hereof shall extend to and be binding upon the grantors, assigns, each subsequent owner or owners of the Premises and all persons claiming under or through Mortgagor; and the word "Mortgagor" when used herein shall include all such persons and all persons primarily and secondarily liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage and shall also include any beneficiary of Mortgagor, direct or indirect.

25. BUSINESS PURPOSE, USURY EXEMPTION. Mortgagor hereby represents, or if applicable Mortgagor has been advised by its beneficiaries, that the proceeds of the loan secured by this Mortgage will be used for the purpose specified in Paragraph 6104 of Chapter 17, of the 1981 Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a "business loan" which comes within the purview and operation of said paragraph.

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27. SECURITY AGREEMENT AND FINANCING STATEMENT. Mortgagee and Mortgagee agree: (1) that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the state in which the premises are located with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 6 and 10 hereof ("Deposits") and

26.6 Evasion of Prepayment Premium. If maturity of the indebtedness is accelerated by the Mortgagee because of an event of default, as herein provided, and a tender of payment is made by or on behalf of the Mortgagee in an amount necessary to satisfy the indebtedness at any time prior to judicial confirmation of foreclosure sale, such tender shall constitute an evasion of the prepayment premium provided for in the Note, if any, and shall be treated as a prepayment thereunder. Any such tender must therefore include the prepayment premium, if any, required under the Note; or if at that time there is no prepayment privilege provided for in the Note, then such payment will include a prepayment premium of two percent (2%) of the then unpaid principal balance of the Note.

26.5 Non-Joiner of Tenant. After an event of default, Mortgagee shall have the right and option to commence a civil action to foreclose the lien of this Mortgage and to obtain an order of judgment of foreclosure and sale subject to the rights of any tenant or tenants of the Premises. The failure to join any tenant or tenants of the Premises as party defendant or order of judgment to foreclose their rights shall not be asserted by the Mortgagee as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

26.4 Estoppel Certificate. Mortgagee, within fifteen (15) days after mailing of a written request by the Mortgagee, agrees to furnish from time to time a signed statement setting forth the amount of the indebtedness and whether or not any default, offset or defense then is alleged to exist against the indebtedness and, if so, specifying the nature thereof.

Mortgagee hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises to be so used. Similarly, no lands or improvements comprising the Premises shall be included with any lands or improvements not subject to the lien of this Mortgage in fulfillment of any governmental requirement. Mortgagee shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Mortgagee which would result in a violation of any of the provisions of this paragraph shall be void.

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with respect to any property included in the definition herein of the word "Premises," which property may not be deemed to form a part of the real estate described in EXHIBIT "A" or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, books and records relating to the Premises and operation thereof and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (ii) that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee; and (iii) that the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee; all to secure payment of the Indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

In the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and Collateral in accordance with its rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. The parties agree that if the Mortgagee shall elect to proceed with respect to the Collateral separately from the real property, five (5) days notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. Mortgagor agrees that, without the written consent of the Mortgagee, the Mortgagor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby and that the security interest of the Mortgagee shall be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby. The Mortgagor shall, from time to time, on request of the Mortgagee, deliver to the Mortgagee at the cost of the Mortgagor: (i) such further financing statements and security documents and assurances as Mortgagee may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or

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future law; and (ii) an inventory of the Collateral in reasonable detail. The Mortgagor covenants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

The Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Premises" herein are or are to become fixtures on the land described in EXHIBIT "A"; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Section 9-313 and 9-402 of the Code; and (iii) Mortgagor is the record owner of the land described in EXHIBIT "A".

If the Collateral is sold in connection with a sale of the Premises, Mortgagor shall notify the Mortgagee prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by the Mortgagee to maintain Mortgagee's first perfected security interest in the Collateral, Deposits and the deposits described in Paragraph 4 above.

28. LIEN ON LOAN COMMISSIONS, SERVICE CHARGES AND THE LIKE. So long as the original Mortgagee named on Page 1 hereof is the owner of the Note, and regardless of whether any proceeds of the loan evidenced by the Note have been disbursed, this Mortgage also secures the payment of all loan commissions, services charges, fees to its attorneys (including in-house staff), liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan transaction intended to be secured hereby, all in accordance with the application of, and loan commitment issued to and accepted by, one or more of the Mortgagor or Mortgagor's beneficiaries in connection with said loan, if applicable.

29. DUE ON SALE OR FURTHER ENCUMBRANCE CLAUSE. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit worthiness of Mortgagor and/or Mortgagor's beneficiary or guarantors (if applicable), found the same to be acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor and/or its beneficiary or guarantor (if applicable) in owning and operating property such as the Premises, found the same to be 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 loan. It

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is recognized 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 Mortgagor and/or its beneficiary (if applicable). Mortgagor and/or its beneficiary (if applicable) further recognize that any secondary or junior financing placed upon the Premises, or the beneficial interest of beneficiary in Mortgagor (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 encumbrance which would force 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.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both for repayment of the Indebtedness and of the value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Premises and the beneficial interest (if applicable) free of subordinate financing liens, beneficiary (if appropriate) and Mortgagor 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 therein (whether voluntary or by operation of law) without the Mortgagee's prior written consent shall be an event of 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 to the Premises and therefore an event of default hereunder:

(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 or the beneficial interest or power of direction under the trust agreement with the Mortgagor, if applicable;

(b) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, (if a corporation) or the corporation which is the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor, or of any corporation directly or

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indirectly controlling such beneficiary corporation;

(c) any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest of the limited partnership or general partnership (herein called the "Partnership") which is the Mortgagor or the beneficiary or one of the beneficiaries under the trust agreement with the Mortgagor;

(d) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any share or stock of any corporation directly or indirectly controlling any such Partnership.

Any consent by the Mortgagee, or any waiver of an event of default, under this Paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Paragraph.

30. HAZARDOUS MATERIALS. Mortgagor and its beneficiary (for purposes of this paragraph, collectively "Mortgagor") represents, warrants and covenants that Mortgagor has not used Hazardous Materials (as defined hereinafter) in, on, under, about, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of Mortgagor's knowledge, no prior owner of the Premises or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials in, on, under, about, from, or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

Mortgagor shall keep or cause the Premises to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Premises or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable

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federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder.

Mortgagor shall (a) 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 in, on, under, from or affecting the Premises (i) in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies, (ii) to the satisfaction of Mortgagee, and (iii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) 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, (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are in, on, under, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; and/or (iv) 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, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event this Mortgage is foreclosed, or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Premises to Mortgagee free of any and all Hazardous Materials, so that the condition of the Premises shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises. For purposes of this paragraph 30, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or

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regulation. Further, in the event that Mortgagor undertakes building renovation or demolition involving at least 260 linear feet of friable asbestos material on pipes or at least 160 square feet of friable asbestos materials are stripped or removed from the Premises, the Mortgagor will notify the Environmental Protection Agency as early as possible before the renovation begins. The provisions of this paragraph 30 shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law, and shall survive the transactions contemplated herein.

31. [RESERVED]

32. EXCULPATORY. In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by the Mortgagor, not personally., but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Premises and Collateral hereby mortgaged, conveyed and assigned and to any other security given at any time to secure the payment thereof.

33. RIGHTS OF INTERMENT. The Mortgagee expressly agrees that there shall be released from the lien of this Mortgage, automatically and without recordation of any instrument, any lot, crypt, or niche encumbered hereby with respect to which the Mortgagor sells rights of interment, entombment or inurnment in the ordinary course of business.

34. UNDERLYING OBLIGATIONS. In the event that the Premises or any part thereof shall be subject to any encumbrance, charge or lien which is prior or superior to the lien created by this Mortgage (the "Underlying Obligations"), the Mortgagor shall pay when due any and all amounts owing pursuant to said Underlying Obligations including, without limitation, any amounts of principal and interest due thereunder, before the same shall become delinquent. Should Mortgagor fail to make any such payment on an Underlying Obligation, or to do any act required to be performed in any document evidencing or securing such Underlying Obligation, then Mortgagee (without obligation to do

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so and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation under this Mortgage) may make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. In such regard, Mortgagee shall be authorized to enter upon the Premises for any and all related purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay the reasonable fees thereof. Any amounts thus paid by Mortgagee with respect to an Underlying Obligation shall for all purposes thereupon be deemed to be an obligation of Mortgagor secured by the provisions of this Mortgage.

35. DEFAULT ON UNDERLYING OBLIGATIONS. Notwithstanding any provision contained in the Mortgage or this Addendum thereto, any default by Mortgagor pursuant to the provisions of any of the Underlying Obligations or under any instrument securing performance of the same shall be deemed a material default hereunder entitling Mortgagee to all of the rights and remedies provided by this Mortgage upon default by Mortgagor.

Mortgagor shall not increase the principal amount of the indebtedness under any Underlying Obligation except to the extent the amount of such increase is applied in reduction of the principal amount of the Promissory Note secured hereby.

36. LOAN TO VALUE RATIO. In the event that the total of the outstanding indebtedness under the Underlying Obligations and the obligations secured hereby shall exceed, in the aggregate, seventy-five percent (75%) of the value of the Premises which is the subject of this Mortgage, the same shall be deemed to constitute a material default hereunder entitling Mortgagee to all of the rights and remedies provided upon the default of Mortgagor hereunder.

37. SUBSTITUTE COLLATERAL. In addition to any other rights or remedies provided under this Mortgage or at law, Mortgagee shall have the right to require Mortgagor to grant to Mortgagee a security interest and Mortgage in an alternate parcel or parcels of real property satisfactory to Mortgagee in Mortgagee's sole discretion ("Substitute Collateral") in the event that (i) the total of the outstanding indebtedness of the Underlying Obligations and the obligation under the Promissory Note secured by this Mortgage shall exceed seventy-five percent (75%) of the value of the Premises which is the subject hereof (based upon an "as is" appraisal), (ii) if Mortgagee or any subsequent holder of the beneficial interest under this Mortgage shall at any time be a licensed insurance company and the

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Department of Insurance having jurisdiction over such insurance company fails to allow, or ceases to consider, the Promissory Note secured by this Mortgage as an admitted asset for regulatory purposes on the financial statement of such insurance company or (iii) if the Mortgagee or any assignee or transferee thereof shall be a licensed insurance company and said holder shall request Mortgagor to provide Substitute Collateral upon advice of counsel.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

VALENCIA HOLDINGS, INC., an Arizona corporation

By: 

President

Erich Kuntze

STATE OF ARIZONA)
) ss.
County of Maricopa)

Erich Kuntze, personally appearing before me, acknowledged before me that he executed the foregoing instrument on behalf of Valencia Holdings, Inc., an Arizona corporation, that he is the duly elected and acting President of said corporation, that he signed the instrument on behalf of the corporation by proper authority and that the instrument constitutes the free and voluntary act and deed of the corporation for the purposes stated therein.


NOTARY PUBLIC

My Commission Expires:

10-11-93

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EXHIBIT "A"

TRACT I:

WALDHEIM CEMETERY

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, AND THAT PART OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE STONE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 2,177.5 FEET TO THE NORTHWESTERLY LINE OF SOUTH DES PLAINES AVENUE, FORMERLY CALLED RIDGE ROAD, IN THE VILLAGE OF "FOREST PARK", (FORMERLY CALLED "HARLEM"); THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE 1,493 FEET TO A POINT 35 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE WEST ON A LINE DISTANT 35 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13, 699 FEET TO AN IRON BOLT; THENCE NORTH 78 DEGREES 3 MINUTES WEST, 947 FEET TO A STONE; THENCE WEST 763.4 FEET TO A POINT IN OR ABOUT THE CENTER OF DES PLAINES RIVER; THENCE NORTH 24 DEGREES 20 MINUTES EAST, 1,207 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE EAST ALONG SAID NORTH LINE 466 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART THEREOF CONDEMNED FOR CONGRESS STREET EXPRESSWAY IN CASE 37S4825, SUPERIOR COURT OF COOK COUNTY, ILLINOIS) IN COOK COUNTY, ILLINOIS.

TRACT II:

FOREST HOME CEMETERY:

PARCEL 1:

LOT 2 IN HAASE'S ADDITION TO HARLEM, IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20, 1897, IN BOOK 72 OF PLATS, PAGE 9, AS DOCUMENT NO. 2489214, EXCEPT THAT PART CONVEYED BY DEED RECORDED AS DOCUMENT NO. 20141523, BEING THAT PORTION OF SAID LOT 2 BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 2 AT A POINT 252.81 FEET NORTHEAST OF THE SOUTHWEST CORNER OF LOT 2, THENCE WESTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 81.88 FEET, THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST PREVIOUSLY DESCRIBED LINE TO ITS INTERSECTION WITH THE EASTERLY LINE OF LOT 2, THENCE NORTHEASTERLY ALONG SAID EASTERLY LOT LINE TO THE POINT OF BEGINNING.

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PARCEL 2:

LOTS "A" AND "B" (EXCEPT THE SOUTH 756.20 FEET THEREOF) IN THE SUBDIVISION OF LOT 1 IN HAASE'S ADDITION TO HARLEM, A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1920, IN BOOK 161 OF PLATS, PAGE 25, AS DOCUMENT NO. 6979635.

PARCEL 3:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 799.04 FEET TO A POINT; THENCE NORTH 0 DEGREES, 22 MINUTES WEST 33 FEET TO A POINT IN THE NORTH LINE OF ROOSEVELT ROAD; THENCE EAST ALONG THE NORTH LINE OF ROOSEVELT ROAD, BEING A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 860.90 FEET TO A POINT IN THE DES PLAINES RIVER, BEING THE POINT OF BEGINNING; THENCE NORTH 11 DEGREES 19 MINUTES, 50 SECONDS WEST ALONG A LINE IN SAID RIVER 617.62 FEET TO A POINT IN SAID RIVER; THENCE SOUTH 57 DEGREES, 55 MINUTES, 40 SECONDS WEST, LEAVING SAID RIVER 208.29 FEET TO A POINT; THENCE SOUTH 83 DEGREES 20 MINUTES, 44 SECONDS WEST 60.41 FEET TO A POINT; THENCE NORTH 84 DEGREES, 40 MINUTES 05 SECONDS WEST 150.65 FEET TO A POINT; THENCE NORTH 70 DEGREES, 57 MINUTES, 32 SECONDS WEST 95.19 FEET TO A POINT; THENCE SOUTH 83 DEGREES, 42 MINUTES, 21 SECONDS WEST 236.43 FEET TO A POINT; THENCE NORTH 86 DEGREES, 46 MINUTES, 27 SECONDS WEST 34.07 FEET TO A POINT; (SAID POINT BEING NORTH 0 DEGREES, 22 MINUTES WEST 543 FEET FROM A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 799.04 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER); THENCE CONTINUING NORTH 86 DEGREES, 46 MINUTES 27 SECONDS WEST 266.56 FEET TO A POINT; THENCE WEST 500 FEET TO A POINT IN THE EAST LINE OF FIRST AVENUE; (SAID POINT BEING 33 FEET EAST OF THE WEST LINE AND NORTH 0 DEGREES 22 MINUTES WEST 558.0 FEET FROM THE SOUTH LINE OF SAID SOUTHEAST QUARTER); THENCE NORTH 0 DEGREES, 22 MINUTES ALONG THE EAST LINE OF FIRST AVENUE, BEING A LINE 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1301.56 FEET, MORE OR LESS, TO A POINT 33 FEET EAST OF AND 800.25 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER AFORESAID (BEING A POINT IN WARRANTY DEED DATED DECEMBER 4, 1947 FROM FOREST HOME CEMETERY OF CHICAGO TO COUNTY OF COOK, RECORDED DECEMBER 5, 1947, IN BOOK 42912, PAGE 49 AS DOCUMENT NO. 14207528 AND BEING A POINT SHOWN IN TRACT NO. 1 ON RIGHT OF WAY ACQUISITION PLAT FOR CONGRESS STREET SUPERHIGHWAY AT FIRST AVENUE BY COOK COUNTY HIGHWAY DEPARTMENT, RECORDED MAY 20, 1960, IN BOOK 565, PLATS, PAGES 25 AND 26, AS DOCUMENT NO. 17860109; (THE TIES SHOWN HEREIN BEING TAKEN FROM SAID RIGHT OF WAY ACQUISITION PLAT); THENCE NORTHERLY AND ALONG A LINE A DISTANCE OF 409.03 FEET TO A POINT 85.5 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER AFORESAID, MEASURED AT RIGHT ANGLES THERETO; (FROM A POINT IN SAID WEST LINE 400 FEET NORTH AND 33 FEET WEST, AT RIGHT ANGLES FROM PREVIOUS POINT); THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 116.36 FEET TO A POINT 320.25 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO; (FROM A POINT 137 FEET EAST OF THE EAST LINE PRODUCED NORTH OF FIRST AVENUE AS MEASURED ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 80 FEET NORTH OF THE PREVIOUS

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POINT AS MEASURED FROM SAID LINE DRAWN 25.5 FEET EAST OF THE WEST LINE OF SAID NORTHEAST QUARTER PRODUCED EAST); THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 653.58 FEET TO A POINT 164.80 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 126.42 FEET TO A POINT 120.34 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO FROM A POINT IN SAID NORTH LINE WHICH IS 923.2 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER AFORESAID; (SAID POINT 120.34 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER BEING THE MOST EASTERLY SOUTHEAST CORNER OF THE TRACT CONVEYED BY WARRANTY DEED RECORDED AS AFORESAID AS DOCUMENT NO. 14207528 AND THE SOUTHWEST CORNER OF THE TRACT ACQUIRED BY THE COUNTY OF COOK BY JUDGMENT ORDER ENTERED APRIL 2, 1956 IN CONDEMNATION CASE NO. 54-2-13552, IN THE SUPERIOR COURT OF COOK COUNTY, SHOWN AS TRACT NO. 1A ON RIGHT OF WAY ACQUISITION PLAT RECORDED AS AFORESAID AS DOCUMENT NO. 17850109 TO WHICH SAID PLAT REFERENCE IS MADE FOR FURTHER DETAILS INCLUDING CURVE DATA SHOWN THEREON); THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 26.25 FEET TO A POINT, SAID POINT BEING 111.15 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A LINE A DISTANCE OF 298.40 FEET TO A POINT; SAID POINT BEING 45.30 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID, MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY HAVING A RADIUS OF 3,819.83 FEET A DISTANCE OF 58.83 FEET TO A POINT; SAID POINT BEING 36.70 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING NORTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 48.84 FEET TO A POINT, SAID POINT BEING 30.50 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING NORTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 49.56 FEET TO A POINT, SAID POINT BEING 24.10 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING NORTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 48.98 FEET TO A POINT, SAID POINT BEING 18.80 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING NORTHEASTERLY ALONG SAID CURVED LINE A DISTANCE OF 39.22 FEET TO A POINT, SAID POINT BEING 15.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID MEASURED AT RIGHT ANGLES THERETO FROM A POINT IN SAID NORTH LINE 1482.38 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER AFORESAID; (SAID LINE RUNNING SOUTH 15.0 FEET FROM SAID POINT IN SAID NORTH LINE, BEING THE EAST LINE OF TRACT 1A ON SAID RIGHT OF WAY ACQUISITION PLAT); THENCE EASTERLY ALONG A LINE WHICH IS 15 FEET SOUTHERLY AND PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 168.17 FEET TO A POINT; (BEING ALONG A LINE IN WARRANTY DEED DATED MAY 9, 1951 FROM FOREST HOME CEMETERY COMPANY OF CHICAGO TO COUNTY OF COOK RECORDED JUNE 6, 1951, IN BOOK 46792, PAGE 245, AS DOCUMENT NO. 15093463); THENCE SOUTHEASTERLY TO A POINT 38.0 FEET SOUTHERLY OF THE NORTH LINE, IN A LINE WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHEAST QUARTER AT RIGHT ANGLES 1925.55 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (DESCRIBED IN SAID WARRANTY DEED AS A LINE WHICH INTERSECTS THE NORTH LINE OF SAID SOUTHEAST QUARTER AT RIGHT ANGLES 443.17 FEET EASTERLY OF THE POINT OF BEGINNING THEREIN, WHICH IS A POINT ON SAID NORTH LINE 1482.38 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER); THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE TO A LINE WHICH IS 74 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID; THENCE EASTERLY ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE WHICH IS DRAWN SOUTH 24 DEGREES, 20 MINUTES

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WEST FROM A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14 WHICH IS 2189.24 FEET EASTERLY OF THE NORTHWEST CORNER OF SOUTHEAST QUARTER AFORESAID AND 466 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 24 DEGREES, 20 MINUTES WEST ALONG THE BOUNDARY LINE IN THE DES PLAINES RIVER BETWEEN THE WALDHEIM AND FOREST HOME CEMETERIES TO A POINT WHICH IS SOUTH 24 DEGREES, 20 MINUTES WEST 1,207 FEET FROM SAID POINT IN THE NORTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 2,189.24 FEET EASTERLY OF THE NORTHWEST CORNER OF AND 466 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, BEING A POINT IN SAID RIVER; THENCE EAST, LEAVING SAID RIVER; AND ALONG A BOUNDARY LINE BETWEEN SAID CEMETERIES A DISTANCE OF 763.4 FEET TO A POINT IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 78 DEGREES 03 MINUTES EAST ALONG A BOUNDARY LINE BETWEEN SAID CEMETERIES, A DISTANCE OF 941.7 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF THE SOUTH 35 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 35 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; BEING A BOUNDARY LINE BETWEEN SAID CEMETERIES, A DISTANCE OF 699 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF DES PLAINES AVENUE; BEING A POINT IN SAID NORTHWESTERLY LINE OF DES PLAINES AVENUE, 1,498 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF DES PLAINES AVENUE TO THE NORTHEAST CORNER OF LOT "A" IN THE SUBDIVISION OF LOT 1 IN HAASE'S ADDITION TO HARLEM, IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13, THENCE SOUTH 77 DEGREES, 35 MINUTES WEST ALONG THE NORTH LINE OF SAID LOT "A" AND ALONG THE NORTH LINE OF LOT 2 IN SAID HAASE'S ADDITION TO HARLEM 464.05 FEET TO THE MOST NORTHERLY-NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHWESTERLY LINES OF SAID 2, SOUTH 43 DEGREES, 55 MINUTES WEST 542 FEET; THENCE SOUTH 85 DEGREES, 25 MINUTES WEST 62 FEET; THENCE SOUTH 43 DEGREES, 55 MINUTES WEST 610.6 FEET TO A CORNER OF SAID LOT 2 ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2, BEING THE SECTION LINE BETWEEN SAID SECTIONS 13 AND 14, A DISTANCE OF 194 FEET TO THE NORTH LINE OF ROOSEVELT ROAD; THENCE WEST ALONG THE NORTH LINE OF ROOSEVELT ROAD; BEING THE NORTH LINE OF THE SOUTH 33 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 984 FEET, MORE OR LESS, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, EXCEPTING FROM SAID SOUTHEAST QUARTER OF SAID SECTION 14, TRACTS NO. 1 AND NO. 2 GRANTED BY THE FOREST HOME CEMETERY COMPANY OF CHICAGO TO THE STATE OF ILLINOIS, TO USE FOR PUBLIC HIGHWAY PURPOSES UPON WHICH TRACTS THE WEST AND EAST BRIDGE ABUTMENTS OF THE BRIDGE OVER THE DES PLAINES RIVER ALONG ROOSEVELT ROAD ARE LOCATED, AS SHOWN ON PLAT OF DEDICATION FOR PUBLIC HIGHWAY, RECORDED DECEMBER 13, 1929 IN BOOK 281 OF PLATS, PAGE 45, AS DOCUMENT NO. 10556868; ALSO EXCEPTING FROM SAID PREMISES THOSE PARTS THEREOF WHICH HAVE BEEN CONVEYED TO VARIOUS PARTIES FOR USE FOR INTERMENT OR BURIAL PURPOSES IN VAULTS, MAUSOLEUMS, AND GRAVES, ETC., ALSO SUBJECT TO THE RIGHT OF WAY OF THE DES PLAINES RIVER, TO THE FREE AND UNINTERRUPTED FLOW OF WATER THEREIN AND TO THE RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS (UNDER JURISDICTION OF THE DIVISION OF WATERWAYS) TO THOSE PARTS OF SAID PREMISES WHICH ABUT THE RIGHT OF WAY OF SAID RIVER, WITH THE EXCEPTION OF THAT PART USED FOR MULTIPLE FAMILY PURPOSES, CONSISTING OF 2.799 ACRES BEING THAT PART OF LOTS A AND B IN THE SUBDIVISION OF LOT 1 IN HAASE'S ADDITION TO HARLEM, IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1920 AS DOCUMENT NO. 6979635; AND OF LOT 2 IN SAID

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HAASE'S ADDITION TO HARLEM RECORDED JANUARY 20, 1897 AS DOCUMENT NO. 2489214 AND OF THE SOUTHWEST QUARTER OF SECTION 13, ALL OF THE ABOVE BEING TAKEN AS A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT A AT AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 756.20 FEET THEREOF; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOTS A AND B 200 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THAT PART OF SAID LOT A WHICH IS SOUTH OF THE FIRST ANGLE POINT NORTH OF ROOSEVELT ROAD TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 35 FEET ON THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE EAST ALONG SAID NORTH LINE TO ITS INTERSECTION WITH THE SAID NORTHWESTERLY LINE OF DES PLAINES AVENUE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF DES PLAINES AVENUE; TO THE ANGLE POINT HEREIN ABOVE MENTIONED; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A TO THE POINT OF BEGINNING, SAVE AND EXCEPT, HOWEVER, THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND VESTED IN THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS PER ORDER ENTERED AUGUST 28, 1984 IN CASE NO. 84L 51796, IN THE MATTER OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS VS. LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 38154, ET AL.

PTA- 15-13-300-020, 019 & 018

15-14-400-010

Commonly Known As: Forest Home Cemetery
Ward Hill Cemetery

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