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The Northwestern Mutual Life Ins. Co.
720 East Wisconsin Avenue - Rm N16WC
Milwaukee, WI 53202
Attn: Donna L. Lemanczyk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument was prepared by Judith L. Perkins, Attorney, for The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Ave., Milwaukee, WI 53202.

MORTGAGE and SECURITY AGREEMENT
and FINANCING STATEMENT

THIS MORTGAGE and SECURITY AGREEMENT, Made as of the 5th day of March 1992 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee (the "Trustee") under Trust Agreement dated February 22, 1988 and known as Trust No. 194732-05 (the "Trust"), 33 North LaSalle Street, Chicago, IL 60690 and BRICK & MORTAR LIMITED PARTNERSHIP, an Illinois limited partnership ("Brick & Mortar") (whether one or more in number) (together the Trustee and Brick & Mortar shall be hereinafter referred to as "Mortgagor"), and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, 720 E. Wisconsin Avenue, Milwaukee, WI 53202 (hereinafter referred to as "Mortgagee"):

WITNESSETH, That Mortgagor, in consideration of the indebtedness herein mentioned, does hereby grant, convey, mortgage and warrant unto Mortgagee forever, with power of sale and right of entry and possession the following property (herein referred to as the "Property"):

- A. The real estate in the City of Chicago, County of Cook, State of Illinois, described in Exhibit "A" attached hereto and hereby incorporated within this Mortgage; and
- B. All buildings and improvements now existing or hereafter erected thereon, all waters and water rights, all engines, boilers, elevators and machinery, all heating apparatus, electrical equipment, air-conditioning equipment, water and gas fixtures, all carpeting, draperies, easily removable equipment and fixtures, dehumidification equipment and all fixtures of every description belonging to Mortgagor which are or may be placed or used upon the real estate, or appurtenant thereto, all of which, to the extent permitted by applicable law, shall be deemed an accession to the freehold and a part of the realty as between the parties hereto; and
- C. All articles of personal property of every kind and nature whatsoever, including but not limited to all carpeting, draperies, easily removable equipment and fixtures,

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dehumidification equipment, now or hereafter located upon said real estate and now owned or hereafter acquired by Mortgagor.

- B. All rights, title and interest, if any in and to those certain rights granted under that certain ordinance passed by the City Council of the City of Chicago on December 20, 1989, Council Journal page 10156, to construct, maintain and use the vaulted area adjacent to the Property, as said ordinance may be amended from time to time, and under any successor ordinance.

Mortgagor agrees not to sell, transfer, assign or remove anything described in B and C above now or hereafter located on the above described real estate, without prior written consent from Mortgagee unless such action results in substitution or replacement with similar items of equal value.

If any of the Property herein conveyed is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Financing Statement if permitted by applicable law and Mortgagor agrees to join with Mortgagee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

TO HAVE AND TO HOLD the same unto Mortgagee for the purpose of securing:

(a) Payment to the order of Mortgagee of the indebtedness evidenced by a promissory note (herein referred to as "said note") of even date herewith (and any extension or renewal thereof) executed by Mortgagor (if Mortgagor includes more than one party, executed by one or more of such parties) for the principal sum of FOURTEEN MILLION DOLLARS, with final maturity no later than March 5, 2004 and with interest as therein expressed, it being recognized that the funds may not have been fully advanced as of the date hereof but may be advanced in the future in accordance with the terms of a written contract.

(b) Payment of all sums that may become due Mortgagee under the provisions of this instrument or said note.

(c) Performance of each agreement of Mortgagor contained herein or in said note.

(d) Performance of each agreement of Mortgagor contained in any other security or agreement given in connection with the indebtedness, including but not limited to, assignments of leases and rents.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR COVENANTS AND AGREES:

Payment of Debt. To pay the indebtedness hereby secured promptly and in full compliance with the terms of said note and this instrument.

Ownership. That it owns the Property and has good and lawful right to convey the same; that the Property is free and clear from any and all encumbrances whatsoever, except as appears in the title evidence accepted by Mortgagee;

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that Mortgagor does hereby forever warrant and shall forever defend the title and possession thereof against the lawful claims of any and all persons whomsoever.

Maintenance of Property and Compliance with Laws. To keep the buildings and other improvements now or hereafter erected on the real estate in good condition and repair; not to commit or suffer any waste; to comply with all laws, rules and regulations affecting the Property; and to permit Mortgagee to enter at all reasonable times for the purpose of inspection, and to permit Mortgagee to conduct in a reasonable and proper manner, such tests as Mortgagee determines to be necessary in order to monitor Mortgagor's compliance with applicable laws and regulations regarding hazardous materials affecting the Property.

Insurance. To keep the Property insured for the protection of Mortgagee in such manner, in such amounts, in such coverages as set forth below, and in such companies as Mortgagee may from time to time reasonably approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee; that insurance loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on the indebtedness, whether due or not, or to the restoration of the Property, or be released to the beneficiary of the trust, but such application or release shall not cure or waive any default.

Mortgagor shall maintain the following types of insurance:

- (A) All risk insurance coverage for the estimated replacement cost of improvements with at least 50% coinsurance to value.
- (B) Either loss of rents insurance equal to nine months rent or business interruption insurance for 50% of the gross earnings from business derived from the Property for a period of nine months (type of insurance to be provided shall be at the option of the Mortgagor and/or the beneficiary of the trust).
- (C) Flood insurance, if the Property is located in a flood plain (as that term is used in the National Flood Insurance Program), in an amount reasonably acceptable to Mortgagee.
- (D) Other hazard insurance as reasonably required by Mortgagee so long as the cost of said insurance is commercially reasonable.

Notwithstanding the foregoing provision, Mortgagee agrees that if the casualty occurs prior to the last three years of the term of the note, then the insurance loss proceeds (less expenses of collection) shall be applied to restoration of the Property to its condition prior to the casualty, subject to satisfaction of the following conditions:

- (a) Mortgagor shall, at the time such insurance loss proceeds are received, be obligated to restore the damage resulting from such casualty pursuant to the provisions of a lease with a tenant who has entered into an Acknowledgment, Subordination, Non-disturbance and Attornment Agreement with Mortgagor and Mortgagee.
- (b) There is no existing default in the terms and conditions of said note or this instrument.

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- (c) The casualty insurer has not denied liability for payment of insurance loss proceeds as to Mortgagor's interest as owner, or tenant's interest as occupant, of the Property.
- (d) Mortgagee shall be satisfied that all insurance loss proceeds so held together with supplemental funds received from the Mortgagor shall be sufficient to complete the restoration of the Property. Any remaining insurance loss proceeds may, at the option of Mortgagee, be applied on the indebtedness, whether or not due, or be released to the Mortgagor.
- (e) Mortgagee as mortgagee shall release casualty insurance proceeds as restoration of the Property progresses provided that Mortgagee is furnished satisfactory evidence of the cost of restoration. In the event the estimated cost of restoration exceeds 15% of the original indebtedness, the drawings and specifications for the restoration shall be approved by Mortgagee in writing prior to commencement of the restoration.
- (f) Prior to each release of funds, the Mortgagor shall obtain for the benefit of Mortgagee an endorsement to Mortgagee's title insurance policy insuring against any liens arising from the restoration.
- (g) The Mortgagor shall pay all costs and expenses incurred by Mortgagee including but not limited to outside legal fees, title insurance costs, third-party disbursement fees, third-party engineering reports and inspections deemed necessary by Mortgagee.
- (h) All leases with tenants required to enter into an Acknowledgment, Subordination, Non-disturbance and Attornment Agreement in effect at the time of the casualty shall remain in full force and the tenants thereunder shall be obligated, or shall elect, to continue the lease term at full rental (subject only to abatement, if any, during any period in which the Property or a portion thereof shall not be used and occupied by the tenant as a result of the casualty).
- (i) At least 90% of the remaining tenant space shall be leased to former tenants or approved new tenants with leases satisfactory to Mortgagee, to commence not later than thirty (30) days following completion of such restoration.

Condemnation. That it hereby assigns to Mortgagee any award and any other proceeds resulting from damage to, or the taking of, all or any portion of the Property in connection with condemnation proceedings or the exercise of any power of eminent domain and the proceeds from any sale or transfer in lieu thereof; that such award and other proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not, or to the restoration of the Property or be released to Mortgagor, but such application or release shall not cure or waive any default.

Taxes and Special Assessments. To pay all taxes and special assessments of any kind that have been or may be levied or assessed against the Property, this instrument, said note or the indebtedness, or upon the interest of Mortgagee in the Property, this instrument, said note or the indebtedness, and to procure and deliver to Mortgagee the official receipt of the proper officer showing timely payment of all such taxes and assessments. Provided, however,

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that Mortgagor shall not be required to pay any such taxes or special assessments if the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and funds sufficient to satisfy the contested amount have been deposited in an escrow satisfactory to Mortgagee.

Other Liens. To keep the Property free from all other mortgage liens, and from all liens prior to the lien created hereby. The creation of any other mortgage liens, whether or not prior to the lien created hereby, or the creation of any prior lien, or assignment or pledge by Mortgagor of its revocable license to collect, use and enjoy rents and profits from the Property, shall constitute a default under the terms of this instrument, and the whole indebtedness may be declared immediately due and payable at the option of Mortgagee. The term "mortgage" includes a mortgage, deed of trust, deed to secure a debt or any other security interest in the Property.

Notwithstanding the foregoing, Mortgagor shall have a one-time right to place a lien subordinate to the lien of this instrument on the Property and assign its interest in the revocable license to use rents and profits, securing a maximum indebtedness of \$6,500,000 and provided by an affiliate of Brick & Mortar, (the "Second Affiliate Loan"), provided the following is and remains true:

- a. there is no default under the note, this instrument or any other agreement securing the indebtedness;
- b. an uncured default under the lien instrument securing the Second Affiliate Loan shall constitute an Event of Default hereunder;
- c. Mortgagee shall have the right to declare the indebtedness due and payable and to revoke Mortgagor's license to use and enjoy rents and profits if: (i) any default exists in the Second Affiliate Loan; (ii) the Second Affiliate Loan is foreclosed without the consent of Mortgagee; or (iii) the Second Affiliate Loan is declared due and payable;
- d. Mortgagee and Mortgagor shall be entitled to amend or modify the note, this instrument or any other agreement securing the indebtedness, in any respect, including but not limited to an increase of the principal balance outstanding on the indebtedness, modification of the interest rate, the payment schedule, and the maturity date of the indebtedness, without the consent of the lienholder (the "Second Affiliate Lienholder") of the Second Affiliate Loan;
- e. the interest of the Second Affiliate Lienholder in the following:

Mortgagor's revocable license to collect, use and enjoy rents and profits from the Property; the Second Affiliate Loan, and the right of the Second Affiliate Lienholder to require any action by the Mortgagor;

in all respects are subject and subordinate to Mortgagee's lien securing the indebtedness as well as any and all rights of the Mortgagee;

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- f. the documents evidencing or relating to the Second Affiliate Loan are approved by Mortgagee, in its sole and reasonable discretion;
- g. a side agreement is entered into between Mortgagee and the Second Affiliate Lienholder, which side agreement satisfactorily reflects the terms and conditions herein stated;
- h. the Second Affiliate Loan shall be and remain non-forecloseable during the term of the indebtedness, i.e. the Second Affiliate Lienholder shall not have the right to institute a foreclosure action against the Property during the term of the indebtedness secured hereby unless the Mortgagee has first so initiated such a foreclosure action against the Property and continues to diligently pursue such action.

A default in any required payment of the indebtedness relating to the Second Affiliate Loan or a default in any provision, covenant or agreement contained in the instrument(s) creating the Second Affiliate Loan or the indebtedness secured thereby or acceleration of any such indebtedness or notice of foreclosure of the Second Affiliate Loan shall constitute an Event of Default under this instrument.

Notwithstanding the above, upon Mortgagee's prior written consent, which consent shall not be unreasonably withheld, and in the event that the Second Affiliate Loan is paid in full, a mortgage lien subordinate to the lien of this instrument will be permitted, with an institutional lender (the "Second Institutional Loan") and Mortgagor may assign or pledge to the holder of the Second Institutional Loan Mortgagor's interest in its revocable license to collect, use and enjoy the rents and profits from the Property, provided the Debt Service Coverage of all indebtedness secured by mortgage liens on the Property is at least 1.25. A default in any required payment of the indebtedness secured by the subordinate lien(s) relating to the Second Institutional Loan or a default in any provision, covenant or agreement contained in the instrument(s) creating the subordinate lien(s) of the Second Institutional Loan or the indebtedness secured thereby or acceleration of any such indebtedness or notice of foreclosure of the Second Institutional Loan shall constitute an Event of Default under this instrument.

For purposes of this covenant, "Debt Service Coverage" shall be calculated by dividing Annual Base Rent then in effect under the Second Amended and Restated Lease Agreement, dated August 23, 1989, by and between Brick & Mortar, as landlord, and Euromarket Designs, Inc., as tenant, (hereinafter "Lease") by the sum of the Annual Debt Service (as hereinafter defined) required under all indebtedness secured by mortgage liens on the Property.

"Annual Debt Service" is defined as the greater of (x) actual debt service due and payable under all indebtedness secured by mortgage liens on the Property and (y) debt service that would be due if all indebtedness secured by mortgage liens on the Property were amortized over 20 years (whether or not amortization is actually required) and if interest on all the indebtedness were due at the face rate shown on the notes (whether or not the indebtedness requires interest payments based on the face rate).

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Leases. That there is no assignment or pledge of any leases of, or rentals or income from, the Property now in effect, and that, until the indebtedness is fully paid it (a) shall not make any such assignment or pledge to anyone other than Mortgagee (b) unless expressly permitted under another covenant in this instrument, shall not make any assignment or pledge to anyone of its hereinafter described revocable license to collect, use and enjoy the rents and profits, and (c) shall not, without the prior written approval of Mortgagee, consent to a cancellation or surrender of any of said leases having at the time an unexpired term of more than two years, or to a release or reduction of the liability of any party to such a lease.

In consideration of the indebtedness hereinbefore described, Mortgagor, pursuant to an Absolute Assignment of Leases and Rents of even date herewith (the "Absolute Assignment"), has granted to Mortgagee an absolute assignment of Mortgagor's right, title and interest in said leases, including Mortgagor's right to collect, use and enjoy the rents and profits therefrom. Mortgagee, as assignee under the Absolute Assignment, in return has granted to Mortgagor a license to collect, use and enjoy said rents and profits. Such license shall be revocable by Mortgagee, as Assignee, pursuant to the terms of the assignment.

Costs, Fees and Expenses. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; to pay all costs and expenses, including the cost of obtaining evidence of title and reasonable attorney's fees, incurred in connection with any such action or proceeding; and to pay any and all attorney's fees and expenses of collection and enforcement in the event said note is placed in the hands of an attorney for collection, enforcement of this instrument is undertaken or, suit is brought hereon.

Failure of Mortgagor to Act. That should it fail to make any payment or do any act as herein provided, the Mortgagee, but without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Property for such purpose; appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of Mortgagee; 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 its reasonable fees. Sums so expended shall be payable by Mortgagor immediately and without demand with interest from date of expenditure at the "Default Rate" as defined in said note. All sums so expended by Mortgagee and the interest thereon shall be added to the indebtedness and be secured by the lien of this instrument.

Event of Default. Any default by Mortgagor in making any required payment of the indebtedness hereby secured or any default in any provision, covenant, agreement or warranty contained herein, in said note or in any other agreement given in connection with the indebtedness (including the Absolute Assignment) or as security for the indebtedness shall constitute an "Event of Default".

Notice of Default. Notwithstanding anything in this instrument or said note to the contrary, Mortgagee shall not exercise its remedy available upon default to accelerate the indebtedness unless:

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(i) in the case of a default in any payment required herein, or in said note, Mortgagor has not cured such default by payment of all amounts in default (including payment of interest from the date of default to the date of cure at the Default Rate set forth in said note) within 10 days after the date on which Mortgagee has mailed written notice of such default to Mortgagor, provided, however, that if Mortgagor has previously defaulted in one or more such payments in any one calendar year, then such notice shall not be required for the second or subsequent default in said calendar year and Mortgagee may exercise any remedy available upon default, without notice, as otherwise provided herein, or

(ii) in the event of any other default hereunder or under said note, Mortgagor has not either cured such default within 30 days after the date on which Mortgagee has mailed written notice of such default to Mortgagor or, if the default is not curable within 30 days, diligently undertaken and continued to pursue the curing of such default and deposited an amount sufficient to cure such default in escrow, to the satisfaction of Mortgagee.

For purposes of this paragraph, written notice shall be deemed mailed on the date of such notice. In no event shall the notice and cure period recited above be deemed by Mortgagor to be a grace period for the purpose of commencing default interest.

Appointment of Receiver. That upon commencement of any judicial proceeding to enforce any right under this instrument, including foreclosure thereof, Mortgagee, without limitation or restriction by any present or future law, and without regard to the solvency or insolvency, at that time, of any person liable for the payment of the indebtedness, and without regard to the then value of the Property or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, shall have the absolute right to the appointment of a receiver of the Property and of the revenues, rents, profits and other income therefrom, and that said receiver shall have (in addition to such other powers as the court making such appointment may confer) full power to collect all such income and, after paying all necessary expenses of such receivership and of operation, maintenance and repair of said Property, to apply the balance to the payment of any sums then due hereunder, or under said note.

Foreclosure. That upon default by it in any required payment of the indebtedness hereby secured or default in any provision, covenant or agreement contained herein or in said note, or default in any provision, covenant, agreement or warranty contained in any other security or agreement given in connection with the indebtedness or hereunder, the entire unpaid indebtedness shall, at the option of Mortgagee, become immediately due and payable for all purposes without any notice or demand, except as required by law, (ALL OTHER NOTICE OF THE EXERCISE OF SUCH OPTION BEING HEREBY EXPRESSLY WAIVED), and Mortgagee may institute proceedings in any court of competent jurisdiction to foreclose this instrument as a mortgage, or to enforce any of the covenants hereof, or Mortgagee may, either personally or by agent or attorney in fact, enter upon and take possession of the Property and may manage, rent or lease the same or any portion thereof upon such terms as Mortgagee may deem expedient, and collect, receive and receipt for all rentals and other income therefrom and apply the sums so received as hereinafter provided in case of sale. Mortgagee is hereby further authorized and empowered, as agent or attorney in fact, either after or without such entry, to sell and dispose of the Property en masse or in separate parcels (as Mortgagee may think best),

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and all the right, title and interest of Mortgagor, by advertisement or in any manner provided by the laws of the state in which the Property is located, (~~MORTGAGOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO A HEARING PRIOR TO SUCH SALE~~), and to issue, execute and deliver a deed of conveyance, all as then may be provided by law; and Mortgagee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges, costs of advertising the Property and of making said sale, and attorney's fees as herein provided, apply to the indebtedness the amount of such indebtedness, and all sums advanced by Mortgagee or the legal holder of the indebtedness, with interest from date of expenditure at the "Default Rate" as defined in said note, rendering the overplus, if any, unto Mortgagor, its legal representatives or assigns; such sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against Mortgagor and its heirs, successors and assigns, and all other persons claiming the Property aforesaid, or any part thereof by, from, through or under Mortgagor. The legal holder of the indebtedness may purchase the Property or any part thereof, and it shall not be obligatory upon the purchasers at any such sale to see to the application of the purchase money.

Waiver of Redemption. That Mortgagor releases and waives all rights to retain possession of the Property after any default in payment or breach of any of the obligations, covenants, undertakings or agreements herein or in the note and after the expiration of any applicable cure period; Mortgagor hereby releases and waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and, if Mortgagor is a trust, on behalf of the Beneficiary of Mortgagor, and each and every person, except decree and judgment creditors of the Mortgagor, including any and all persons acquiring any interest in or title to the Property or any beneficial interest in Mortgagor. Mortgagor shall not, and will not, apply for or avail itself of any appraisal, valuation, stay, extension or exemption law, or so-called "Moratorium Laws" now existing or hereinafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the Property, and any estates comprising the Property, marshalled upon any foreclosure of the lien hereon and agree that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. If Mortgagor is a trust, no provision of this paragraph or of this Mortgage shall prevent the Beneficiary of Mortgagor from bidding at any foreclosure sale of the Property.

Due on Sale. That the present ownership and use of the Property is a material consideration to Mortgagee in making the loan secured by this instrument, and the Mortgagor shall not convey, nor enter into any contract to convey (land contract/installment sales contract), title to all or any part of the Property, nor cause nor permit a change in the proportionate ownership of Brick & Mortar as the beneficiary of the Trust. Except if resulting from the death or legal incompetence of any individual, any conveyance, contract to convey, assignment of beneficial interest or change in the proportionate ownership of Brick & Mortar and/or the beneficial ownership of the Trust shall constitute a default under the terms of this instrument (and Mortgagor shall give prior written notice to Mortgagee of any such default) and the whole indebtedness may be declared immediately due and payable at the option of Mortgagee.

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For purposes of this instrument, a "change in the proportionate ownership of Brick & Mortar" shall include, without limitation: in the case of a corporation, a change in the ownership of the voting stock of such corporation; in the case of a trust, a change in the beneficial ownership of the Trust; in the case of a partnership, a change in the ownership of the general partnership interests (subject to the exception set forth in the following paragraph) of such partnership; in the case of a joint venture, a change in the ownership of the joint venture interests of such joint venture.

Notwithstanding the foregoing, Brick & Mortar and its partners shall have the right to transfer partnership interests in Brick & Mortar without the consent of Mortgagee, provided Gordon I. Segal, his immediate family, and legal entities controlled by Gordon I. Segal and his immediate family, continue to own a controlling interest in Brick & Mortar.

Notwithstanding the above and provided there is then no default in the terms and conditions of said note or this instrument and upon prior written request from the Mortgagor, Mortgagee shall not unreasonably withhold its consent to a one-time transfer of the Property provided (i) the Lease remains in place with a "Crate & Barrel" accessory and/or furniture store operating from the Property; (ii) the purchaser assumes in writing all the obligations and liability of the Trustee under this instrument, said note and any other agreements securing, guaranteeing or related to the indebtedness evidenced thereby; (iii) an updated satisfactory Environmental Engineer's Report, which meets the requirements set forth in Condition No. 15 of that certain letter of commitment dated August 22, 1991 by and between The Northwestern Mutual Life Insurance Company and Brick & Mortar (hereinafter called "Commitment"), is provided to Mortgagee at the time of transfer; and (iv) Brick & Mortar and its partners shall remain liable under Mortgagee's form of Guarantee of Recourse Obligations and shall remain as indemnitors under Mortgagee's form of Indemnity Agreement regarding hazardous substances. In the event Mortgagor makes its 'one-time transfer' to an approved purchaser, Mortgagee shall be paid a fee not to exceed one percent (1%) of the then outstanding balance of said note at the time of transfer. The fee shall be paid on or before the closing date of the "one-time transfer". Mortgagee agrees that at the time of this transfer no modification of the interest rate or repayment terms of said note will be required.

Financial Statements. To furnish to Mortgagee, at Mortgagor's expense, annual operating statements ("Statements") on the Property including tenant sales, and operating expenses, within 120 days after the close of Euromarket Designs Inc.'s fiscal year.

Additionally, annual audited financial statements on Euromarket Designs Inc. shall be furnished within 120 days after the close of each fiscal year.

Business Loan Compliance. That the indebtedness hereby secured constitutes a business loan as defined in Chapter 74, Section 4(c) of the Illinois Revised Statutes.

Deposits by Mortgagor. That in the event of default, Mortgagee shall have the option to require the Mortgagor to deposit funds with Mortgagee, to be held without payment of interest on funds so deposited or, at the option of Mortgagee, in a trust account approved by Mortgagee, in monthly or other periodic instalments in amounts estimated by Mortgagee from time to time

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sufficient to pay taxes, special assessments, rents, other charges and fire and other hazard insurance premiums as they become due. If at any time the funds so held by Mortgagee, or in such trust account, shall be insufficient to pay any of said expenses, Mortgagor shall, upon receipt of notice thereof, immediately deposit such additional funds as may be necessary to remove the deficiency. All funds so deposited shall be irrevocably appropriated to Mortgagee to be applied to the payment of such taxes, assessments, rents, charges and premiums, and at the option of Mortgagee, after default, to be applied on the indebtedness.

Liens Discharged by Proceeds. That Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of said note, and even though said prior liens have been released of record, the repayment of said note shall be secured by such liens on the portion of the Property affected thereby to the extent of such payments, respectively.

Modification of Terms. That without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of the indebtedness or for performance of any obligation contained herein, and that without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent: (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Property.

Exercise of Options. That whenever by the terms of this instrument or of said note Mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter occurring.

Nature and Succession of Agreements. That each of the provisions, covenants and agreements contained herein are joint and several, and shall inure to the benefit of, and be binding on, the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively, and the term "Mortgagee" shall include the owner and holder of said note.

Legal Enforceability. No provision of this instrument or said note shall require the payment of interest or other obligation in excess of the maximum permitted by law. If any such excess payment is herein or in said note provided for or shall be adjudicated to be so provided for in this instrument or in said note, the provisions of this paragraph shall govern, and Mortgagor shall not be obligated to pay the amount of such interest or other obligation to the extent that it is in excess of the amount permitted by law.

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Limitation of Liability. That notwithstanding any provision contained in this instrument or said note to the contrary, Brick & Mortar and its partners shall not have nor incur personal liability for the repayment of the indebtedness secured by this instrument. Mortgagee agrees that in the event it shall take action to enforce the collection of the indebtedness hereby secured, its recourse shall be limited to the Property, the proceeds from the sale of the Property, the assets of the Trustee, and the proceeds realized by Mortgagee in exercising its rights and remedies under separate guarantees, including but not limited to the Guarantee of Recourse Obligations of even date herewith, and assignments of leases and rents, if any, and any other security or agreement given in connection with or as additional collateral to secure the indebtedness hereby secured. If such proceeds are insufficient for payment of the indebtedness, Mortgagee will never institute any action, suit, claim or demand in law or in equity against Brick & Mortar or its partners for or on account of such deficiency, provided, however, that the provisions contained in this paragraph shall not in any way affect or impair the validity or enforceability of the indebtedness hereby secured nor the lien created by this instrument and provided further, that the provisions contained in this paragraph shall not prevent Mortgagee from seeking and obtaining a judgment against Brick & Mortar and/or its partners to the extent of (a) rents or other income from the Property from and after the date of any default under said note or this instrument and specifically including security deposits if any becoming due after the date of default, any insurance proceeds which Mortgagee is entitled to receive pursuant to the terms contained herein and which are received by Mortgagor after the date of any default, any condemnation proceeds which Mortgagee is entitled to receive pursuant to the terms contained herein and which are received by Mortgagor after the date of any default and any proceeds from judgments or proceeds from settlement of claims in favor of Mortgagor arising from the leases and received by Mortgagor after the date of any default, (b) the amount necessary to repair any damage to the Property to the extent caused by the intentional acts or omissions of the Mortgagor or its agents, (c) insurance loss and condemnation award proceeds released to Brick & Mortar and/or Trustee but not applied in accordance with any agreement between Mortgagor and Mortgagee as to their application, (d) for amounts necessary to pay costs of investigation and clean-up of hazardous materials and toxic substances on or affecting the Property, and (e) for fraud or misrepresentation in connection with the indebtedness hereby secured by the Mortgagor or any other person or entity acting on behalf of the Mortgagor.

Waiver of Liability. That this instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (said Trustee hereby warrants that it possesses full power and authority to execute this instrument); that nothing contained in this instrument or said note shall be construed as creating any personal liability on said Trustee to pay the indebtedness or to perform any covenants contained in this instrument, either express or implied, all such liability being expressly waived; however, this waiver shall in no way affect the personal liability of any other obligor, endorser or guarantor of said note.

Captions. The captions contained herein are for convenience and reference only and in no way define, limit or describe the scope or intent of, nor in any way affect this instrument.

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2025/11/18 10:00 AM

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

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated February 22, 1988 and known as Trust No. 104732-05

By: [Signature]

Attest: [Signature]
AST Secretary

(corporate seal)

BRICK & MORTAR LIMITED PARTNERSHIP, an Illinois limited partnership

By: [Signature]
Gordon I. Segal, general partner

By: 646 Michigan Ltd., an Illinois corporation, general partner

By: [Signature]
PRESIDENT
Attest: [Signature]
Secretary

(corporate seal)

STATE OF IL)
COUNTY OF COOK) ss.
)

I, Kristie E. Pacitti, a Notary Public in and for said County and State, do hereby certify that J. MICHAEL WHELAN and P. JOHANSEN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as VICE PRESIDENT and ASSISTANT SECRETARY respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO the corporation named as Mortgagor therein, and known to me to be such officers, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto by authority of its Board of DIRECTORS, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, as Trustee as aforesaid.

Given under my hand and notarial seal this MAR 5 1992 day of March 1992.

My commission "OFFICIAL SEAL"
KRISTIE E. PACITTI
Notary Public, State of Illinois
My Commission Expires 7/9/95

[Signature]
Notary Public

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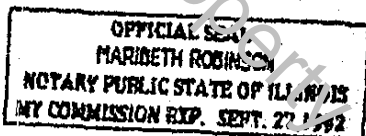
STATE OF Illinois)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 5th day of March 1992, by Gordon J. Segal, general partner on behalf of BRICK & MORTAR LIMITED PARTNERSHIP, an Illinois limited partnership.

Marabeth Robinson

Notary Public

My commission expires: 9/27/92



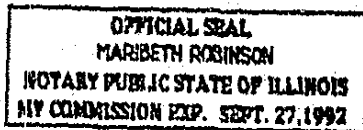
STATE OF Illinois)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 5th day of March 1992, by Gordon J. Segal and Michael J. Freed the President and Secretary respectively of 646 Michigan, Ltd., an Illinois corporation, on behalf of the corporation as a general partner of BRICK & MORTAR LIMITED PARTNERSHIP, an Illinois limited partnership.

Marabeth Robinson

Notary Public

My commission expires: 9/27/92



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EXHIBIT "A"

Description of Property located in the City of Chicago, County of Cook, State of Illinois, to-wit:

THE NORTHEAST 1/4 (EXCEPT THE EAST 75 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE) OF BLOCK 34 IN KINZIE'S ADDITION TO CHICAGO, SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No: 17-10-113-003-000

Common Address: 646 N. Michigan Avenue
Chicago, Illinois

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