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JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS JUNIOR MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made as of March 5, 1992 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated February 2, 1988 and known as Trust No. 104732-05 ("Mortgagor"), in favor of EUROMARKET DESIGNS, INC., an Illinois corporation ("Mortgagee").

THE LIEN OF THIS MORTGAGE IS EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIEN OF THE SENIOR MORTGAGE DESCRIBED IN PARAGRAPH 34 BELOW (THE "SENIOR MORTGAGE").

R E C I T A L S :

Mortgagor has concurrently executed and delivered to Mortgagee a Mortgage Note dated as of this date (the "Note") in the principal amount of Five Million Six Hundred Eighty Thousand and 00/100 Dollars (\$5,680,000.00) made payable to the order of Mortgagee, pursuant to which Mortgagor promises to pay to Mortgagee the principal amount of the Note, together with unpaid interest thereon, on or before March 5, 2004, with interest payable on the principal amount outstanding at the rate and on the dates as are made and provided in the Note. All of the principal and interest shall be payable at such place as the holder of the Note may from time to time in writing designate, and in the absence of such designation, then at the office of Mortgagee at 725 Landwehr Road, Northbrook, Illinois 60062.

NOW, THEREFORE, to secure (i) the payment of the principal of and interest on the Note, (ii) the payment of any and all other indebtedness and liabilities now or at any time hereafter owing or to become due from Mortgagor to Mortgagee, whether under this Mortgage or otherwise, however evidenced, created or incurred, whether direct, indirect, primary, secondary, fixed or contingent, including future advances, the aggregate of which shall not exceed Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), and (iii) the performance and observance of all of the terms, conditions and provisions of this Mortgage, the Note and any other agreement or instrument concurrently or hereafter executed by Mortgagor and delivered to Mortgagee, and in further consideration of the sum of Ten Dollars (\$10.00) in hand paid:

GRANT OF MORTGAGE

Mortgagor does by these presents GRANT, REMISE, RELEASE AND CONVEY unto Mortgagee, its successors and assigns all of its right, title and interest in the real estate and improvements thereon commonly known as 646 North Michigan Avenue, Chicago, Illinois and legally described on Exhibit A attached (said real estate, together

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with the other property described below, are collective referred to as the "premises").

## OTHER ASSETS

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances and all rents, issues and profits, for so long and during such times as Mortgagor may be entitled, which are pledged primarily and on a parity with the premises and not secondarily, and all present and future items of personal property and all present and future fixtures, apparatus, equipment or articles used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal and ventilation, including, without limitation, all fixtures, apparatus, equipment and articles other than trade fixtures used in the operation of any business conducted upon the premises, as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises, it being understood that the enumeration of any specific articles of personal property shall not exclude or be held to exclude any items of personal property not specifically mentioned. To the fullest extent permitted by law, all of the land, estate and property hereinabove described, whether affixed and annexed or not (except where otherwise specified), and all rights conveyed and mortgaged are intended so to be as a unit and are understood, agreed and declared to form a part and parcel of the premises and to be appropriated to the use of the premises, and shall for the purposes of this Mortgage be deemed to be conveyed and mortgaged by this Mortgage.

## GRANT OF SECURITY INTEREST

As to any of the above items which are not part of the real estate comprising the premises, this Mortgage is deemed to be a Security Agreement for the purpose of creating a security in such items, whether now existing or to be acquired, which security interest Mortgagor grants for the purpose of securing the payment and performance of the obligations described in this Mortgage.

TO HAVE AND TO HOLD the premises to Mortgagee, its successors and assigns forever, for the purposes and uses set forth herein.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

## MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC.

1. Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (ii) keep the premises in good condition and repair, without waste and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien of this Mortgage; (iii) pay when due any indebtedness

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which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (iv) complete within a reasonable time any building or buildings now or at any time in the process of erection upon said premises; (v) comply with all requirements of laws, municipal ordinances or restrictions of record with respect to the premises and the use thereof; (vi) make no material alterations to the premises except as required by law or municipal ordinance; (vii) suffer or permit no change in the general nature of the occupancy of the premises without Mortgagee's prior written consent, which consent shall not be unreasonably withheld; (viii) initiate or acquiesce in no zoning reclassification, annexation, subdivision dedication or vacation relating to all or any part of the premises without Mortgagee's prior written consent, which consent shall not be unreasonably withheld; and (ix) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note.

## PAYMENT OF TAXES

2. Mortgagor shall pay before any penalty attaches all general real estate taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Mortgagor may in good faith and with reasonable diligence contest the validity or amount of any such taxes or assessments, provided that: (i) such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of all or any portion of the premises to satisfy the same; (ii) Mortgagor has, before such taxes or assessments shall have been increased by any interest, penalties or costs, notified Mortgagee in writing of Mortgagor's intention to contest the same, and (iii) Mortgagor shall have deposited with Mortgagee, at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment at the office of Mortgagee, a sum of money which (when added to any funds then on deposit for such taxes) shall be sufficient in the judgment of Mortgagee to pay in full such contested taxes and assessments and all penalties and interest that might become due thereon, and Mortgagor shall keep on deposit with Mortgagee an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the judgment of Mortgagee, such increase is advisable. In case Mortgagor shall fail to prosecute such objections with reasonable diligence 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 taxes and assessments, or that part thereof then unpaid, together with all penalties and interest. If the amount of the money so deposited shall be insufficient for the payment in full of such taxes and assessments and any penalties and interest thereon, Mortgagor shall, upon demand, either (a) deposit with Mortgagee a sum which

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when added to the funds then on deposit shall be sufficient to make such payment in full, or (b) in case Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to a sufficient amount. Upon the final disposition of such contest, and provided Mortgagor is not then in default, Mortgagee shall, when so requested in writing by Mortgagor and furnished with sufficient funds to make such payment in full with an official bill for such taxes, apply the money so deposited in full payment of such taxes and assessments then unpaid, together with all penalties and interest thereon.

## TAX AND INSURANCE ESCROWS

3. Subject to the provisions of Paragraph 34 below, Mortgagor shall, upon the request of Mortgagee, deposit with Mortgagee, or such other person designated by Mortgagee in a written notice to Mortgagor on the first day of each month, amounts sufficient in the opinion of Mortgagee to create and maintain an adequate reserve fund from which to pay all taxes, assessments and other charges involving the premises and all insurance premiums for the insurance policies specified in Paragraph 5 below as they become due. Such fund shall be held by Mortgagee without liability for the payment of interest thereon and may be commingled with other assets of Mortgagee. Mortgagor shall deliver to Mortgagee all bills for such taxes, assessments or other charges and insurance premiums received by Mortgagor. Mortgagee, upon receipt of said bills, shall pay from such fund all taxes, assessments and other charges and insurance premiums as they become due. Mortgagee shall not be required to determine the accuracy of any bill or the validity of any such taxes, assessments, other charges or insurance premiums. To the extent such fund is insufficient, Mortgagor shall pay before any penalty or interest accrues all such taxes, assessments, other charges and insurance premiums, and shall deliver to Mortgagee, at least ten (10) days prior to the due date of such taxes, assessments and other charges and twenty (20) days prior to the due date of such insurance premiums, receipts evidencing payment of the same. As long as there has been no "default" (as defined below) under the terms of the Note, this Mortgage or the other loan documents, nothing shall prevent Mortgagor from contesting the amount of any such taxes, assessments and other charges, provided Mortgagor deposits with Mortgagee an amount which, in the sole discretion of Mortgagee, is sufficient to pay the entire amount of such contested taxes, assessments and other charges plus any and all penalties or interest thereon. Notwithstanding the above, no such deposits shall be required as long as such deposits are paid each month to the holder of the Senior Mortgage.

## MORTGAGEE'S INTEREST IN AND USE OF DEPOSITS

4. In the event of a default in any of the provisions contained in this Mortgage or under the Note, Mortgagee may, at its

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option but without being required to do so, apply any moneys at the time on deposit pursuant to Paragraph 3 above as any one (1) or more of the same may be applicable on any of Mortgagor's obligations under the Note, in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the premises. Such deposits are pledged as additional security for the indebtedness under this Mortgage and shall be held in trust to be irrevocably applied by the depository for the purposes for which made and shall not be subject to the direction or control of Mortgagor; provided, however, neither Mortgagee nor the depository shall be liable for any failure to apply to the payment of taxes and assessments any amount so deposited unless Mortgagor, while not in default, shall have requested the depository in writing to make application of such funds to the payment of the particular taxes or assessments for payment of which they were deposited, accompanied by the bills for such taxes and assessments.

#### INSURANCE

5. Mortgagor shall keep all buildings and improvements now or to be situated on the premises insured against loss or damage by fire, tornado, windstorm and extended coverage perils and such other hazards as may reasonably be required by Mortgagee, including, without limitation, war damage insurance whenever in the opinion of Mortgagee such protection is necessary and is available from an agency of the United States of America. Mortgagor shall also provide to Mortgagee evidence of liability insurance with such limits for personal injury, death and property damage as Mortgagee may require. All policies of insurance to be furnished shall be in forms and amounts and by companies satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage shall not be terminated or materially modified without ten (10) days prior written notice to Mortgagee. To the extent that such policies are not delivered to the holder of the Senior Mortgage, Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

#### ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE

6. In case of loss, and subject to the prior rights of the holder of the Senior Mortgage, Mortgagee (or after entry of the decree of foreclosure, the purchaser at the same or the decree creditor, as the case may be) is hereby authorized to either (i) settle and adjust any claim under such insurance policies without the consent of Mortgagor, or (ii) allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the

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loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If (a) Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, (b) such damage or destruction does not result in cancellation or termination of such lease, and (c) the insurers do not deny liability as to the insureds, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements on the premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied by Mortgagee to reduce the indebtedness secured by this Mortgage, whether due or not, or be held by Mortgagee and used to reimburse Mortgagor for the cost of rebuilding or restoring the buildings or improvements on the premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available from time to time upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. 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 said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not so applied in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies, making the loss payable to the decree creditor; and any such foreclosure decree may further provide that in case of one (1) or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case each successive redemtor may cause the preceding loss clause attached to each insurance policy to be

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

## STAMP TAX

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

## PREPAYMENT PRIVILEGE

8. Provided Mortgagor is not in default either under the terms of the Note or under this Mortgage, Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments) in accordance with the terms and conditions set forth in the Note.

## EFFECT OF EXTENSIONS OF TIME

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

## EFFECT OF CHANGES IN LAWS REGARDING TAXATION

10. In the event of the enactment after this date of any law in the State of Illinois deducting from the value of the premises for the purpose of taxation any lien, or imposing upon Mortgagee the payment of the whole or any part of the taxes, assessments charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the premises, or the manner of collection of taxes so as to affect this Mortgage, the debt secured hereby or the holder hereof, then and in any such event Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee; provided, however,

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

## MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS

11. In case of default by Mortgagor hereunder, Mortgagee may but need not make any payment or perform any act required of Mortgagor in any form and manner deemed expedient, and may but need not make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim on title, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes authorized and all expenses paid or incurred, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional secured indebtedness and shall become immediately due and payable without notice and with interest at the post maturity rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

## MORTGAGEE'S RELIANCE ON TAX BILLS, ETC.

12. Mortgagee, in making any payment relating to taxes and assessments, (i) may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim; or (ii) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for such lien which may be asserted.

## ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT

13. If (i) default be made in the due and punctual payment of the Note secured by this Mortgage or the Promissory Note secured by the Senior Mortgage, or any installment due in accordance with the terms of such Senior Mortgage, either of principal or interest or in the payment of any other indebtedness or the performance of any other obligation secured by this Mortgage; or (ii) Mortgagor or any guarantor of the Note shall file a petition in voluntary bankruptcy or under Chapter X or Chapter XI of the Federal Bankruptcy Act or any similar state or federal law, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ten (10) days as hereinafter provided; or (iii)

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Mortgagor or any guarantor of the Note shall be adjudicated a bankrupt; or (iv) a trustee or receiver shall be appointed for Mortgagor or any guarantor of the Note or for all of the property of Mortgagor or any guarantor of the Note in any involuntary proceeding; or (v) any court shall have taken jurisdiction of the property or the major part thereof of Mortgagor or any guarantor of the Note in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor or any guarantor of the Note and such trustee or receiver shall not be discharged or such jurisdiction relinquished, vacated, stayed on appeal or otherwise stayed within twenty (20) days; or (vi) Mortgagor or any guarantor of the Note 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, trustee or liquidator of all of its property or the major part of its property; or (vii) default shall be made in the due observance or performance of any other of the covenants, agreements, or conditions contained in this Mortgage required to be kept, performed or observed by Mortgagor and the same shall continue for ten (10) days after notice from Mortgagor to Mortgagee, or (viii) Mortgagor shall sell, assign, convey, transfer or encumber the premises, whether by operation of law or otherwise, without the prior written consent of Mortgagee; then and in every such case stated above the whole of the indebtedness secured by this Mortgage shall at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest, without notice to Mortgagor.

#### FORECLOSURE: EXPENSE OF LITIGATION

14. When all or any part of the secured indebtedness shall become due, whether by acceleration or otherwise, subject to the rights of the holder of the Senior Mortgage Mortgagee shall have the right to foreclose the lien hereof for such indebtedness. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature mentioned in this Paragraph 14, and such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this Mortgage, including the fees of any attorney

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employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor with interest thereon at the post maturity rate and shall be secured by this Mortgage.

## APPLICATION OF PROCEEDS OF FORECLOSURE SALE

15. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, to all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, to all other items which constitute secured indebtedness additional to that evidenced by the Note, with interest as provided; third, to all principal and interest remaining unpaid under the Note; and fourth, any overage to Mortgagor, its successors or assigns as their rights may appear.

## APPOINTMENT OF RECEIVER

16. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver for the premises. Such appointment may be made either before or after 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 then be occupied as a homestead or not, and Mortgagee or any holder of the Note may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands to payment in whole or in part of: (i) the secured indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien or of such decree, provided such application is made prior to foreclosure sale; or (ii) the deficiency in case of a sale and deficiency.

## ASSIGNMENT OF RENTS AND LEASES

17. To further secure the secured indebtedness, Mortgagor sells, assigns and transfers to Mortgagee all the rents, issues and profits now due and which may become due under or by virtue of any

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lease of all or any part of the premises, whether written or verbal, or any letting of or of any agreement for the use or occupancy of the premises, which may have been made or agreed to or which may be made or agreed to by Mortgagee under the powers granted to Mortgagee, it being the intention to establish an absolute transfer and assignment of all of such leases and agreements and all the avails thereof to Mortgagee, subject to the rights of the holder of the Senior Mortgage, and Mortgagor does irrevocably appoint Mortgagee as its true and lawful attorney-in-fact in its name and stead (with or without taking possession of the premises as provided in Paragraph 19 below) to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may become due under each and every of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 19 below.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one (1) installment in advance, and that the payment of none of the rents to accrue for any portion of the premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor. Mortgagor waives any rights of setoff against any person in possession of any portion of the premises. If any lease provides for the abatement of rent during repair of the premises demised by reason of fire or other casualty, Mortgagor shall furnish to Mortgagee rental insurance, the policies to be in amounts and forms and written by such insurance companies as shall be satisfactory to Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of the premises except to a purchaser or grantee of the premises.

Nothing shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the premises by Mortgagee pursuant to Paragraph 19 below. In the exercise of the powers granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

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

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Although it is the intention of the parties that the assignment contained in this Paragraph 17 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Paragraph 17 until a default shall exist.

## OBSERVANCE OF LEASE ASSIGNMENT

18. In the event Mortgagor, as additional security for the payment of the indebtedness described in and secured hereby, has sold, transferred or assigned or may hereafter sell, transfer and assign to Mortgagee, its successors or assigns any interest of Mortgagor as lessor in any lease or leases, Mortgagor expressly covenants and agrees that if the lessee or any of the lessees under said lease or leases so assigned, or Mortgagor, as lessor, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases or any of them on its or their part to be performed or fulfilled, at the times and in the manner provided in such lease or leases, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any assignment of any lease or leases of the premises given as additional security for the payment of the secured indebtedness and such default shall continue for three (3) days, then and in any such event such breach or default shall constitute a default and at the option of Mortgagee and without notice to Mortgagor, all unpaid secured indebtedness shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become immediately due and payable as in the case of other defaults.

## MORTGAGEE'S RIGHTS OF POSSESSION IN CASE OF DEFAULT

19. As long as the Senior Mortgage and the Promissory Note secured thereby remain in effect, Mortgagee shall have no right to institute a foreclosure action against the premises unless the holder of the Senior Mortgage has first so initiated such a foreclosure action against the premises and continues to diligently pursue such an action, or unless Mortgagee obtains the prior written consent of the holder of the Senior Mortgage. After such time as the Promissory Note secured by the Senior Mortgage has been repaid in full, and subject to the terms of the preceding sentence, in the event Mortgagee has a right to institute foreclosure proceedings hereunder, whether before or after the whole indebtedness secured hereby is declared to be immediately due as aforesaid, before or after the institution of legal proceedings to foreclose the lien hereof or before or after any judicial sale, upon the demand of Mortgagee Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises personally or by its agent or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the premises, together with all documents, books,

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records, papers and accounts of Mortgagor or then owner of the premises, and may exclude Mortgagor, its agents or servants wholly from the premises and may as attorney-in-fact or agent of Mortgagor, or in its own name as Mortgagee and under the power granted under this Mortgage, hold, operate, manage and control the premises and conduct the business, if any, either personally or by its agents, and with full power to use such legal or equitable measures which in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, forcible entry and detainer and in distress for rent, hereby granting full power and authority to exercise each and every one (1) of the rights, privileges and powers granted at any and all times, without notice to Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien of this Mortgage, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues and profits.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, and Mortgagor shall and does agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under such leases or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such leases. Should Mortgagee incur any such liability, loss or damage under said leases or by reason of the assignment, or in the defense of any claims or demands, the amount, including costs, expenses and reasonable attorneys' fees, shall be secured by this Mortgage, and Mortgagor shall reimburse Mortgagee immediately upon demand.

## APPLICATION OF INCOME RECEIVED BY MORTGAGEE

20. Mortgagee, in the exercise of the rights and powers conferred upon it by Paragraph 17 and Paragraph 19 above, shall have the full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(i) to the payment of the operating expenses of the premises, including the cost of management and leasing (which shall include

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reasonable compensation to Mortgagee and its agent or agents if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes and special assessments now due or which may hereafter become due on the premises;

(iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, rebetterments and improvements of the premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves, and of placing such property in such condition as will, in the judgment of Mortgagee, make it readily rentable;

(iv) to the payment of any secured indebtedness or any deficiency which may result from any foreclosure sale;

(v) to the payments due to the holder of the Senior Mortgage.

## MORTGAGEE'S RIGHT OF INSPECTION

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

## CONDEMNATION

22. Subject to the rights of the holder of the Senior Mortgage, Mortgagor assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any part of the property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the secured indebtedness, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the premises in accordance with plans and specifications to be submitted to and approved by Mortgagee. If Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized by Mortgagee's election or by virtue of any lease to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in

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Paragraph 6 above for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award before being entitled to reimbursement out of the award. Any surplus which may remain out of such award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the secured indebtedness or be paid to any other party entitled. In the event that the proceeds of any such award are paid to Mortgagee but are not sufficient to pay in full the secured indebtedness, such payment shall be deemed to be a partial prepayment of principal on the Note and Mortgagee shall release from the lien of this Mortgage so much of the premises as is provided in the Note in the event of a partial prepayment by Mortgagor.

## RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS

23. If Mortgagor shall fully pay all principal and interest on the Note and all other secured indebtedness and comply with all of the other terms and provisions of this Mortgage, then this Mortgage shall become null and void and Mortgagee shall release the lien of this Mortgage by proper instrument upon payment and discharge of all secured indebtedness and payment of a reasonable fee to Mortgagee for the execution of such release.

## GIVING OF NOTICE

24. Any notice which either party may desire or be required to give to the other party shall be in writing and sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Mortgagor: Brick & Mortar Limited Partnership  
725 Landwehr Road  
Northbrook, Illinois 60062  
Attention: Mr. Gordon Segal

If to Mortgagee: Euromarket Designs, Inc.  
725 Landwehr Road  
Northbrook, Illinois 60062  
Attention: Mr. Gordon Segal

or at such other place as either party may by notice in writing designate as a place for service of notice under this Mortgage.

## WAIVER OF DEFENSE

25. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be



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good and available to the party interposing the same in an action at law upon the Note secured.

## WAIVER OF STATUTORY RIGHTS

26. Mortgagor shall not and will not 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 of or foreclosure of this Mortgage, and hereby waives the benefit of such laws. Mortgagor waives for itself and all who may claim through or under it any and all right to have the real property and estates comprising the premises marshalled upon any foreclosure of the lien of this Mortgage, and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, any beneficiary of Mortgagor and each and every person except decree or judgment creditors of Mortgagor acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

## FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE

27. At the request of Mortgagee, Mortgagor shall furnish to Mortgagee operating statements of income and expenses for the premises signed and certified by an officer of Mortgagor.

## POST MATURITY RATE

28. "Post maturity rate" shall mean interest at a rate which is two percent (2%) per year in excess of the rate payable prior to maturity.

## FILING AND RECORDING FEES

29. Mortgagor will pay all filing, registration or recording fees, all expenses incident to the execution and acknowledgement of this Mortgage, all federal, state, county and municipal taxes, and all other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage.

## BUSINESS PURPOSE

30. Mortgagor or the beneficiary of Mortgagor has been advised by its counsel that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured by this Mortgage constitutes a business loan which comes within the purview of said paragraph.

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## BINDING ON SUCCESSORS AND ASSIGNS

31. This Mortgage shall inure to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include Mortgagor and any subsequent owner or owners of the equity of redemption of the premises. The word "Mortgagee" shall include the successors and assigns of Mortgagee and the holder or holders from time to time of the Note.

## ALL COVENANTS TO RUN WITH LAND

32. All of the covenants herein shall run with the land.

## CAPTIONS

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

## SENIOR MORTGAGE

34. Mortgagee acknowledges that this Mortgage is subject and subordinate to the lien of that certain Mortgage and Security Agreement and Financing Statement encumbering the premises dated as of March 5, 1992 executed by Mortgagor in favor of The Northwestern Mutual Life Insurance Company in the original principal amount of \$14,000,000.00, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 12, 1992 as Document No. 92161388 (the "Senior Mortgage").

Mortgagor covenants and agrees to comply with all of the terms and provisions of the Senior Mortgage. If Mortgagor shall default in the performance of any term or provision contained in this Mortgage or in the Note, the owner or holder of the Note may but shall not be obligated to pay any principal or interest due under the Senior Mortgage or the Promissory Note secured by the Senior Mortgage. To the extent the owner and holder of the Note pays any installment of principal or interest or any other sums due under the Promissory Note secured by the Senior Mortgage, the owner and holder shall become entitled to a lien on the premises encumbered by this Mortgage and the Senior Mortgage equal in rank and priority to the Senior Mortgage, and, to the extent necessary to make effective such rank and priority, (i) Mortgagee shall become subrogated to receive and enjoy all of the rights, liens, powers and privileges granted to the mortgagee under the Senior Mortgage to the extent of the amount paid to said mortgagee, and (ii) the Senior Mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured or hereafter to become secured under this Mortgage. Notwithstanding the foregoing, Mortgagee acknowledges that any proceeds or condemnation award relating to the premises shall be first applied to satisfy all

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amounts due under the Senior Mortgage and the Promissory Note secured thereby before any such proceeds are made available to satisfy any lien in favor of Mortgagee.

In the event of any default with respect to any requirement of the Senior Mortgage, Mortgagor agrees that such default shall constitute a default under this Mortgage. In the event of such a default, in addition to any other rights or remedies available to Mortgagee, Mortgagee may but need not make any payment or perform any act required to cure or attempt to cure such default under the Senior Mortgage in any manner and form deemed expedient by Mortgagee. Mortgagee shall not be responsible for determining the validity or accuracy of any claim of default made by the mortgagee under the Senior Mortgage, and the payment of any sum by Mortgagee in curing or attempting to cure any alleged default or omission shall be conclusively presumed to have been reasonable, justified and authorized. Mortgagor grants to Mortgagee an irrevocable power of attorney, which power of attorney is coupled with an interest and is irrevocable, for the term of this Mortgage to cure any default or forfeiture which may occur under the Senior Mortgage. Mortgagor further agrees to execute a formal and recordable power of attorney granting such right at any time during the existence of this Mortgage if requested by Mortgagee. All monies paid by Mortgagee in curing any default of this Mortgage under the Senior Mortgage, including attorneys' fees and costs, shall bear interest from the date or dates of such payment at the post maturity rate, shall be paid by Mortgagor to Mortgagee upon demand, and shall be deemed a part of the debt secured by this Mortgage and recoverable as such in all respects. Any inaction on the part of Mortgagee shall not be construed as a waiver of any right accruing to Mortgagee on account of any default.

In the event of a default or in the event Mortgagee feels that its security is in jeopardy, it may prepay the entire balance due under the Senior Mortgage, and any prepayment fees or penalty incurred by Mortgagee in connection with such prepayment shall bear interest from the date of such payment at the post maturity rate, shall be paid by Mortgagor to Mortgagee upon demand, and shall be deemed a part of the debt secured by this Mortgage and recoverable in all respects.

## ENVIRONMENTAL COMPLIANCE

35. Mortgagor represents that as of the date of this Mortgage there has been no use of the premises which would give rise to liability under any laws, statutes, ordinances, rules or regulations of any governmental authority having jurisdiction over the premises as to environmental matters. Mortgagor, at its sole cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority ("Agency") having jurisdiction concerning environmental matters, including but not limited to any discharge into the air, waterways, sewers, soil

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or ground water of any substance or "pollutant". Mortgagee and its agents and representatives shall have access to the premises and to the books and records of Mortgagor and any occupant of the premises claiming under Mortgagor for the purpose of ascertaining the nature of the activities being conducted on the premises and to determine the type, kind and quantity of all products, materials and substances brought onto or made at the premises. Mortgagor and all occupants of the premises claiming under Mortgagor shall provide to Mortgagee copies of all manifests, schedules, correspondence and other documents of all types and kinds when filed or provided to an Agency or otherwise required to be maintained by an Agency or as such are received from any Agency. At Mortgagor's sole cost, Mortgagee and its agents and representatives shall have the right to take samples in quantities sufficient for scientific analysis of all products, materials and substances present on the premises, including but not limited to samples of products, materials or substances brought onto or made or produced on the premises by Mortgagor or an occupant claiming under Mortgagor or otherwise present on the premises. Alternatively, at Mortgagee's option, all samples may be provided by Mortgagor at Mortgagor's sole cost. Mortgagor shall indemnify, defend and hold Mortgagee and its successors and assigns harmless from and against any liability relating to environmental matters. This undertaking shall survive the repayment of the indebtedness secured by this Mortgage.

## EXCULPATION

36. This Mortgage is executed by American National Bank and Trust Company of Chicago, as Trustee as aforesaid, not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank represents that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Mortgage or in the Note shall be construed as creating any liability on Mortgagor or on said Bank personally to pay said installment note or any interest thereon that may accrue or any indebtedness accruing thereon, or to perform any covenant under the Note or this Mortgage, either express or implied, it being understood and agreed that each of the provisions hereof (except the representation above contained in this execution clause) shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise, covenant or agreement, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Mortgagor and its successors and said Bank personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing under this Mortgage shall look solely to (i) the premises and the rents, issues and profits thereof for payment by the enforcement of the lien created hereby, in the manner provided herein and in the Note; or (ii) any other security given to secure the indebtedness under the Note.

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AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but as Trustee under Trust  
Agreement dated February 2, 1988 and  
known as Trust No. 104732-05

ATTEST:

By: [Signature]  
Its: [Signature]

By: [Signature]  
Its: [Signature]

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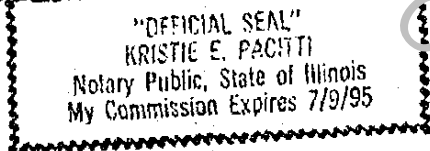
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Kristie E. Pacitti, a Notary Public in and for said County and State, DO HEREBY CERTIFY that J. MICHAEL WHELAN and P. JOHANSEN, the VICE PRESIDENT and ASSISTANT SECRETARY of American National Bank and Trust Company of Chicago, as Trustee as aforesaid, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

MAR 05 1992

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of March, 1992



Kristie E Pacitti  
Notary Public

My Commission Expires:

\_\_\_\_\_, 19\_\_

This instrument was prepared by  
and after recording should be mailed to:  
Michael B. Sadoff, Esq.  
MUCH SHELIST FREED DENENBERG & AMENT, P.C.  
200 North LaSalle Street  
Suite 2100  
Chicago, Illinois 60601-1095

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## EXHIBIT A

### Legal Description

All that certain real estate located in the City of Chicago, County of Cook, State of Illinois described as follows:

The North East 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 I.D. No.: 17-10-113-003-0000

Common Address: 646 North Michigan Avenue  
Chicago, Illinois

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