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MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

BY

ZENITH ELECTRONICS CORPORATION, a
Delaware corporation

Mortgagor,

TO

THE FIRST NATIONAL BANK OF CHICAGO, as Collateral Agent,

Mortgagee,

Relating to Premises in:
Cook County, Illinois

DATED: As of March 27, 1992

This instrument was prepared by
and should be returned to:
Helen D. Shapiro, Esq.
Winston & Strawn
35 W. Wacker Drive
Chicago, Illinois 60601

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Box
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~~MAIL~~
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MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

This Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement ("Mortgage") is made as of March 27, 1992, by ZENITH ELECTRONICS CORPORATION, a Delaware corporation ("Mortgagor") to THE FIRST NATIONAL BANK OF CHICAGO, a national banking association with its principal office at One First National Plaza, Chicago, Illinois 60670, as mortgagee, assignee and secured party, in its capacity as collateral agent (together with any successors or assigns in such capacity, "Collateral Agent" or "Mortgagee") for the Lenders (as hereinafter defined).

I

RECITALS

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real estate located in the County of Cook and State of Illinois ("State"), more fully described in Exhibit A attached hereto (the "Premises"), which Premises forms a portion of the Property described below;

WHEREAS, on June 28, 1990 Mortgagor entered into that certain Credit Agreement by and among Mortgagor, The Bank of New York, individually and as Co-Agent ("Bank of New York"), Harris Trust and Savings Bank, individually and as Lead Manager ("Harris") and the Collateral Agent (the Bank of New York, Harris and the Collateral Agent collectively, the "Lenders"), as amended pursuant to that certain Amendment No. 1 to Credit Agreement dated November 7, 1990, Amendment No. 2 to Credit Agreement dated December 31, 1990, and Amendment No. 3 to Credit Agreement dated November 30, 1991 (said Credit Agreement, as amended aforesaid, the "Original Credit Agreement"); and

WHEREAS, pursuant to the Original Credit Agreement the Lenders agreed, among other things, to make or issue, to or for the account of Mortgagor, loans or other extensions of credit (each, a "Loan"; collectively, the "Loans") in aggregate principal amounts not to exceed at any time Fifty Million and no/100th Dollars (\$50,000,000.00), which Loans are in the following form:

- (i) a revolving credit loan (the "Revolving Credit Loan"), under which advances, payments and readvances may be made from time to time in an aggregate principal amount of Fifty Million (\$50,000,000) Dollars, subject to reductions in availability by the amount of the then outstanding Credit Enhancements (as such term is defined in clause (ii) of this Recital); and

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- (ii) Letters of Credit and Acceptance Obligations (as such terms are defined in the Original Credit Agreement) in the aggregate principal amounts set forth in and governed by the Original Credit Agreement (said aggregate principal amounts collectively, the "Credit Enhancements");

WHEREAS, Mortgagor's obligations to repay the Loans is evidenced by three Promissory Notes (the "Notes") each dated as of July 2, 1990. Each of the Loans bears interest at fixed or variable rates as provided in the Original Credit Agreement. The maturity date (the "Maturity Date") for repayment of the Notes and Loans is June 30, 1992, subject to earlier termination in accordance with the terms and provisions of the Original Credit Agreement;

WHEREAS, Mortgagor and Lenders have of even date herewith further amended the Credit Agreement pursuant to that certain Fourth Amendment to Credit Agreement dated of even date herewith (the "Fourth Amendment"; the Original Credit Agreement, as amended by said Fourth Amendment, collectively, the "Credit Agreement"); and

WHEREAS, as a condition precedent to the Lenders executing the Fourth Amendment Lenders required that Mortgagor grant to Lenders a mortgage lien on the Property described below to secure the "Obligations" (as defined in the Credit Agreement);

WHEREAS, this Mortgage is being given by Mortgagor to secure (i) payment by Mortgagor of all Obligations, including all principal and interest and other sums due or becoming due in respect of the Loans, the Notes and the Credit Agreement, all as set forth and described in the Recital paragraphs above (as any of the same may be amended, modified, supplemented, extended or restated from time to time), which said Recitals are hereby incorporated herein by reference as though they were fully set forth herein, (ii) the payment of any further or subsequent advances made to preserve the lien of this Mortgage and (iii) performance of all terms, covenants, conditions, agreements and liabilities contained in this Mortgage and the Loan Documents (as herein in this paragraph defined). All of the foregoing payment and performance obligations in clauses (i), (ii) and (iii) of the preceding sentence are hereafter called the "Secured Indebtedness". The term "Loan Document(s)" shall be deemed to mean the Credit Agreement or any other loan documents executed by the Mortgagor pursuant to the Credit Agreement; and

WHEREAS, this Mortgage also secures the payment of and includes all future or further advances of the Loans as shall be made at all times, regardless of whether proceeds of the Loans have or shall be disbursed by Mortgagee herein or its successors or assigns, to and for the benefit of Mortgagor, its successors or

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assigns, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of Indebtedness secured by this Mortgage may decrease or increase from time to time but the total unpaid principal balance so secured at any one time shall not exceed the lesser of: (i) the maximum principal sum permitted by the laws of the State in which the Premises are located; or (ii) \$100,000,000.00 (One Hundred Million Dollars) together with interest thereon and any and all disbursements made by Mortgagee for the payment of taxes, or insurance on the Mortgaged Property covered by the lien of this Mortgage and for reasonable attorneys' fees, loan commissions, service charges, liquidated damages, expenses and court costs incurred in the collection of any or all of such sums of money. Such further or future advances shall be considered obligatory advances and the same shall bear interest at the same rate as specified in the Credit Agreement unless such interest rate shall be modified by subsequent agreement. The parties hereby acknowledge and intend that all advances, including future advances wherever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Illinois Mortgage Foreclosure Law, Ill. Rev. Stat. Ch. 110 ¶15-1101 et seq. (1987) as amended from time to time ("Act").

II

THE GRANT

NOW, THEREFORE, in order to secure the payment of the principal amount of the Notes and interest thereon and all other Obligations and the performance of all of the covenants, provisions, agreements and obligations contained in this Mortgage or in the Loan Documents (whether or not the Mortgagor is personally liable for such payment, performance or observance) and also to secure the payment of any and all Secured Indebtedness, direct or contingent, that may now or hereafter become owing from Mortgagor to Mortgagee and the performance of all other obligations under the Loan Documents, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Mortgagee to the Mortgagor, the Recitals above stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor GRANTS, SELLS, ASSIGNS, RELEASES, ALIENS, TRANSFERS, WARRANTS, REMISES, CONVEYS and MORTGAGES to Mortgagee and its successors and assigns forever (and grants to Mortgagee and its successors and assigns forever a continuing security interest in and to) the Premises described on Exhibit A, and all of its estate, right, claim, demand title, and interest therein, together with the following described property, all of which other property is pledged primarily on a parity with the Premises and not secondarily (the Premises and the following described rights,

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interests, claims and property collectively referred to as "Property"):

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises ("Improvements"), together with any and all Personal Property (as defined in Paragraph (i) below), attachments now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements including all extensions, additions, betterments, renewals, substitutions and replacements to any of the foregoing;

(b) all estate, claim, demand, right, title and interest of Mortgagor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises and Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and Improvements; (iv) all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof; and (v) each and all of the tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances, and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity;

(c) all leasehold estates, right, title and interest of the Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises and Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority in the Assignments (as hereinafter defined) to collect and apply the Rents;

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(e) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by the Mortgagor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

(g) all rights of the Mortgagor to any and all plans and specifications, designs, drawing and other matters prepared for any construction on the Premises or to the Improvements;

(h) all rights of the Mortgagor under any contracts executed by the Mortgagor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises or Improvements;

(i) all right, title and interest of the Mortgagor in and to all the following tangible personal property ("Personal Property"), owned by Mortgagor and now or at any time hereafter located in, on or at the Premises or Improvements and used or useful in connection therewith:

(i) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements, (all of which shall be deemed to be included in the Property upon delivery thereto);

(ii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(iii) all window, structural, maintenance and cleaning equipment and rigs;

(iv) all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used

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or useful in connection with the Premises or the Improvements. All such property owned by Mortgagor and placed by it on the Premises or used in connection with the operation or maintenance shall, so far as permitted by law, be deemed for the purposes of this Mortgage to be part of the real estate constituting and located on the Premises and covered by this Mortgage. As to any of the property that is not part of such real estate or does not constitute a "fixture," as such term is defined in the Uniform Commercial Code of the State (the "Code"), this Mortgage shall be deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in property, which Mortgagor hereby grants to the Mortgagee as "secured party" as defined in the Code. The enumeration of any specific items of Personal Property set forth herein shall in no way exclude or be held to exclude any items of property not specifically enumerated;

(j) all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards").

TO HAVE AND TO HOLD the Property hereby mortgaged and conveyed or so intended, together with its rents, issues and profits, unto the Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth.

The Mortgagor hereby covenants with the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof, Mortgagor owns the Property and has good, indefeasible estate therein, in fee simple; that the Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than those encumbrances and exceptions attached hereto as Exhibit B and made a part hereof ("Permitted Exceptions"); that it has good and lawful right to sell, mortgage and convey the Property; and that Mortgagor and its successors and assigns shall forever warrant and defend the Property against all claims and demands whatsoever.

If and when Mortgagor has paid all of the Secured Indebtedness, and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in all of the Loan Documents, then this Mortgage and the estate, right and interest of the Mortgagee in and to the Property shall cease and shall be released at the cost of Mortgagor, but otherwise shall remain in full force and effect. Mortgagee shall be entitled to charge a reasonable release fee.

III

GENERAL AGREEMENTS

3.01 Payment of Indebtedness. Mortgagor shall pay promptly and when due the principal and interest on the indebtedness evidenced by the Notes and all other Secured Indebtedness at the times and in the manner provided in the Notes, this Mortgage, or any of the other Loan Documents. Mortgagor shall duly perform and observe all of the covenants, agreements, and provisions contained in the Mortgage, the Notes or in the Loan Documents. All sums payable by Mortgagor shall be paid without demand, counterclaim, offset or deduction. Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset or deduction.

3.02 [Intentionally Omitted]

3.03 Impositions. Mortgagor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions"), that may be asserted against the Property or any part thereof or interest therein. Mortgagor shall furnish to Mortgagee duplicate receipts for payment within thirty (30) days after payment.

Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Impositions, provided that:

(a) such contest shall have the effect of preventing the collection of the Impositions so contested and the sale or forfeiture of the Property or any sub-part or interest;

(b) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to prosecute the contest before any Impositions have been increased by any interest, penalties, or costs; and

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(c) Mortgagor shall diligently prosecute the contest of such Impositions by appropriate legal proceedings.

3.04 Payment of Impositions by Mortgagee. Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Impositions, unless such Imposition is then being contested by Mortgagor pursuant to Paragraph 3.03. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. Mortgagee is further authorized to make or advance, in place of Mortgagor, unless such matter is being contested in good faith by Mortgagor, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Paragraph, whenever, in Mortgagee's judgment and discretion, such advance seems necessary or desirable to protect the full security intended to be created by this Mortgage. In connection with any such advance, Mortgagee is further authorized, at its option, to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing. All such advances and indebtedness authorized by this Paragraph shall constitute additional Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest at the Default Rate (as defined in Paragraph 5.02).

3.05 Insurance.

(A) Coverage. The Mortgagor shall insure the Property and keep the same or the Mortgagee insured against the following perils and hazards:

(a) Insurance against loss to the Improvements caused by fire, lightning, windstorms, vandalism, malicious mischief, and risks covered by the so-called "all risk" endorsement and such other risks as the Mortgagee may reasonably require in amounts equal to the full replacement value of the Improvements with such deductibles as Mortgagor currently maintains;

(b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Property in amounts currently maintained by Mortgagor;

(c) Broad form boiler and machinery insurance on all equipment and objects customarily covered by such insurance (if any are located at the Property), providing for full repair and replacement cost coverage;

(d) During the making of any alterations or improvements to the Property (i) insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in subsection (b) above and (ii) Worker's Compensation insurance covering all persons engaged in making such alterations or improvements;

(e) Insurance against loss or damage by flood or mud slide, if the Premises now, or at any time while the Secured Indebtedness remains unpaid, are situated in any area which an appropriate governmental authority designates as a flood or mud slide hazard area or the like;

(f) Any other insurance coverage required under the Loan Documents.

All insurance shall be in form and content, and shall be carried in companies designated in Best's Insurance Guide as having a rating of A-VIII or better. All policies and renewals (or certificates evidencing the same), marked "paid," shall be delivered to Mortgagee at least thirty (30) days before the expiration of existing policies and shall, at all times prior to and during foreclosure and at any time prior to confirmation of the foreclosure sale, have attached standard non-contributing mortgage clauses entitling Mortgagee to collect any and all proceeds payable under such insurance, as well as standard waiver of subrogation endorsements. Mortgagor shall not carry any separate insurance on such improvements concurrent in kind or form with any insurance required hereunder or contributing in the event of loss. Notice of a change in ownership or of occupancy of the Premises shall be immediately delivered by mail to all insurers. Mortgagor shall give immediate notice of any casualty loss by mail to Mortgagee.

(B) Notice of Damage or Destruction. If the Property or any portion thereof shall be damaged or destroyed by any casualty whatsoever, Mortgagor shall immediately notify Mortgagee in writing of such fact. In Mortgagor's said written notice, Mortgagor shall indicate: (i) whether the damage or destruction is covered by insurance; and (ii) Mortgagor's best estimate of the cost of restoring, repairing, replacing or rebuilding the Property or part thereof damaged or destroyed.

(C) Settlement and Application of Proceeds. In case of loss covered by insurance ("Insured Casualty"), the Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust any claim under such policies with Mortgagor, or (ii) allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. Mortgagor may itself adjust losses aggregating not in excess of Two Hundred Thousand Dollars (\$200,000). In any case the Mortgagee shall, and is hereby authorized to, collect and

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receipt for any such insurance proceeds. The expenses incurred by the Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Secured Indebtedness and shall be reimbursed to the Mortgagee upon demand.

(a) in the event of the occurrence of any Insured Casualty, the proceeds of insurance paid on account of such Insured Casualty shall be applied to reimburse the Mortgagor for the cost of restoring, repairing, replacing or rebuilding (herein collectively called "Restoring") the Property or the part thereof damaged or destroyed, provided that each and every of the following conditions are satisfied or are waived in writing by Mortgagee, namely:

(i) if the Property can be restored to an architectural and economic unit of the same character and not less valuable than existed immediately prior to the occurrence of the Insured Casualty;

(ii) if the outstanding balance of the Secured Indebtedness will be adequately secured by the lien of this Mortgage;

(iii) if the insurers do not deny liability to the insureds with respect to the Insured Casualty;

(iv) if no Event of Default shall have occurred and be then continuing; and

(v) if all then existing Leases shall continue in full force and effect without reduction or abatement of rentals (except during the period of untenability of the Improvements).

(b) Except as may be otherwise provided herein, Mortgagee shall apply the proceeds of insurance (including amounts not required for Restoring) resulting from any Insured Casualty upon the Secured Indebtedness in such order or manner as the Mortgagee may elect; provided that no premium or penalty shall be payable in connection with any prepayment of the Secured Indebtedness from insurance proceeds.

(c) In the event that proceeds of insurance shall be made available to the Mortgagor for the Restoring of the Property, Mortgagor hereby covenants to restore the same to at least equal value and substantially the same character as prior to the occurrence of such Insured Casualty in accordance with plans and specifications to be first submitted to and approved by Mortgagee. In the event Mortgagor shall fail to restore or rebuild the Improvements

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within a reasonable time, subject to delays beyond its control, then Mortgagee, at its option, may, but shall not be obligated to, restore and rebuild the Improvements, for or on behalf of the Mortgagor, and for such purpose may do all necessary acts including, using the insurance proceeds or any other amounts deposited by the Mortgagor.

(d) Any portion of the insurance proceeds remaining after deduction for all expenses incurred in the collection and administration of the insurance proceeds (including attorney's fees) shall be paid to Mortgagor or as ordered by a court of competent jurisdiction.

(e) No interest shall be payable by Mortgagee on account of any insurance proceeds at any time held by Mortgagee.

(f) In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the Secured Indebtedness, all right, title, and interest of Mortgagor in and to any such insurance policies then in force, and any claims for payment of insurance proceeds and any proceeds, shall pass to Mortgagee or any purchaser or grantee. Mortgagee may, at any time after foreclosure and in its sole discretion, procure and substitute for any and all of the insurance policies, such other policies of insurance, in such amounts, and carried in such companies, as it may select.

3.06 Condemnation and Eminent Domain. Mortgagor shall give Mortgagee prompt notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceeding.

(a) Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all Awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities all Awards and is further authorized to give appropriate receipts and acquittances;

(b) If (i) the Property can be restored to an architectural and economic unit of the same character and not substantially less valuable than existed prior to such Taking; and (ii) if and for so long as no Event of Default shall exist; the Award shall be applied to reimburse

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Mortgagor for the cost of Restoring the portion of the Property remaining after such Taking as provided below;

(c) Except as provided in Subparagraph (b) above, Mortgagee shall apply any Award (including the amount not required for Restoring in accordance with Subparagraph (b)) upon the Secured Indebtedness in such order or manner as Mortgagee may elect; provided that no premium or penalty shall then be payable in connection with any prepayment of the Secured Indebtedness made out of any Award;

(d) In the event that any Award shall be made available to the Mortgagor for Restoring the portion of the Property remaining after a Taking, Mortgagor hereby covenants to restore the remaining portion of the Property to a condition of at least equal value and of substantially the same character as existed prior to such Taking all in accordance with the provisions for disbursement as set forth below. In the event the Mortgagor shall fail to commence and complete the Restoring within a reasonable time, subject to delays beyond its control, Mortgagee may, but shall not be obligated to, rebuild the Property for or on behalf of the Mortgagor and for such purpose may do all necessary acts including, without limitation, using the Award;

(e) Any portion of any Award remaining after deduction for all expenses incurred in the collection and administration of the Award (including attorneys' fees) and after payment in full of the Secured Indebtedness shall be paid to Mortgagor or as ordered by a court of competent jurisdiction;

(f) No interest shall be payable by Mortgagee on account of any Award at any time held by Mortgagee;

(g) Mortgagor agrees to make, execute and deliver to Mortgagee, at any time upon request, free and clear of any encumbrances of any kind whatsoever, any and all further assignments and other instrument deemed necessary by the Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor for any Taking, either permanent or temporary, under any such proceeding.

In the event the Mortgagor is entitled to reimbursement out of insurance proceeds or any Award held by the Mortgagee, such proceeds shall be disbursed by Mortgagee if and only if Mortgagor shall have first delivered to Mortgagee: (i) satisfactory evidence of the estimated cost of completion of the Restoring, with funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance or Award, to complete the proposed

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Restoring; and (ii) such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of cost and of payment as the Mortgagee may reasonably require and approve. Mortgagee may require that all contractors and subcontractors, in addition to all plans and specifications for such Restorings, be approved by the Mortgagee prior to commencement of work. No payment made prior to the final completion of the Restoring shall exceed ninety percent (90%) of the value of the work performed from time to time. Funds other than proceeds of insurance or the Award shall be disbursed prior to disbursement of such proceeds, except as may otherwise be provided in any loan agreement expressly approved by the Mortgagee. At all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee, together with funds deposited for the purpose of the Restoring or irrevocably committed to the satisfaction of the Mortgagee by or on behalf of the Mortgagor for the Restoring, shall be at least sufficient in the reasonable judgment of the Mortgagee to pay for the cost of completion of the Restoring, free and clear of all liens or claims for lien.

3.07 Maintenance of Property. Mortgagor shall:

- (a) promptly repair, restore, replace or rebuild any portion of the Property which may become damaged, destroyed, altered, removed, severed, or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as previously existed, free from any security interest in, encumbrances on or reservation of title thereto;
- (b) keep the Property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims except to the extent it is contesting any such claims in good faith;
- (c) complete, within a reasonable time, any Improvements now or hereafter in the process of erection upon the Property;
- (d) comply with all statutes, rules, regulations, orders, decrees and other requirements of any governmental body, federal, state or local, having jurisdiction over the Property and the use thereof and observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions that are applicable to the Property or

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its use and occupancy, except to the extent it is contesting them in good faith;

- (e) not make any material alterations in the Property, except as required by law or municipal ordinance or in the ordinary course of business;
- (f) not suffer or permit any change in the general nature of the occupancy of the Property without the Mortgagee's prior written consent;
- (g) pay when due all operating costs of the Property;
- (h) not initiate or acquiesce in any zoning reclassification with respect to the Property without Mortgagee's prior written consent;
- (i) provide, improve, grade, surface and maintain, clean, repair, and adequately light parking areas within the Property of sufficient size to accommodate not less than the amount of standard-size American-made automobiles required by law, ordinance or regulation, together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent thoroughfares necessary or desirable for the use thereof;
- (j) reserve and use all such parking areas solely and exclusively for the purpose of providing ingress, egress and parking facilities for automobiles and other passenger vehicles of Mortgagee and tenants of the Property and their invitees and licensees;
- (k) not abandon the Property nor do anything whatsoever to depreciate or impair the value of the Property or the security of this Mortgage;
- (l) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements;
- (m) cause the Property to be managed in a competent and professional manner;
- (n) not permit the granting of any easements, licenses, covenants, conditions or declarations of use against the Property other than use restrictions provided for or contained in Leases previously approved by the Mortgagee;

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- (o) not permit the execution of any Leases without the prior written consent of the Mortgagee; and
- (p) not permit any unlawful use or nuisance to exist upon the Property.

3.08 Compliance with Laws. Mortgagor shall comply with all statutes, ordinances, regulations, rules, orders, decrees, and other requirements by any federal, state, or local authority relating to the Property, except to the extent it is contesting them in good faith. Mortgagor shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that are applicable to the Property or that have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Property.

3.09 Prohibited Liens and Transfers.

(a) Liens. Mortgagor shall not create, suffer, or permit to be created or filed against the Property any mortgage lien or other lien superior or inferior to the lien created by this Mortgage. Mortgagor may contest any lien claim arising from any work performed, material furnished, or obligation incurred by Mortgagor upon furnishing Mortgagee security and indemnification satisfactory to Mortgagee for the final payment and discharge of the lien.

(b) Prohibited Transfers. Subject to the provisions of Section 2.1.6 of the Credit Agreement, Mortgagor may sell or convey all or any part of the Property.

3.10 [Intentionally Omitted].

3.11 Mortgagee's Dealings with Transferee. In the event of the sale or transfer, by operation of law, voluntarily, or otherwise, of all or any part of the Property, Mortgagee shall be authorized and empowered to deal with the vendee or transferee with regard to the Property, the Secured Indebtedness, and the Mortgage as fully and to the same extent as it might with Mortgagor, without in any way releasing or discharging Mortgagor's obligations.

3.12 Stamp Taxes. If at any time the United States government, or any federal, state, or municipal government, subdivision, requires Internal Revenue or other documentary stamp or levies any tax on this Mortgage or on the Notes, or requires payment of any tax in the nature of or comparable to the United States Interest Equalization Tax on the Secured Indebtedness then

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Mortgagor shall pay such tax, including interest and penalties, in the required manner.

3.13 Change in Tax Laws. In the event of the enactment, after the date of this Mortgage, of any law of the United States of America, or any state or political subdivision thereof (i) deducting from the value of the Premises, for the purpose of taxation, the amount of any lien thereon; (ii) imposing upon Mortgagee the payment of all or any part of the taxes, assessments, charges, or liens hereby required to be paid by Mortgagor, or (iii) changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagor's interest in the Property, or the manner of collection of taxes, so as to affect this Mortgage or the Secured Indebtedness; then Mortgagor, upon demand by Mortgagee, shall pay such taxes, assessments, charges, or liens or reimburse Mortgagee therefor. If, in the opinion of counsel for Mortgagee, it might be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Secured Indebtedness to become due and payable within sixty (60) days after the giving of such notice. Nothing contained in this Paragraph 3.13 shall be construed as obligating Mortgagor to pay any portion of Mortgagee's federal income tax.

3.14 Inspection of Property. Mortgagor shall permit Mortgagee and its representatives and agents to inspect the Property from time to time during normal business hours and upon reasonable notice, and as frequently as Mortgagee considers reasonable.

3.15 Acknowledgement of Debt. Mortgagor shall furnish from time to time, within fifteen (15) days after Mortgagee's request: (i) a written statement, duly acknowledged, specifying the amount due under the Notes and this Mortgage and disclosing whether any alleged offsets or defenses exist against the Secured Indebtedness; and (ii) a certificate of Mortgagor setting forth the names of all lessees under any Leases, the terms of their respective leases, the space occupied, the rents payable thereunder, and the dates through which any and all rents have been paid.

3.16 Other Amounts Secured. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time and any advances pursuant to Paragraphs 3.04 and 3.05) litigation expenses pursuant to Paragraph 5.05, and any other specified amounts, the payment of any and all loan commissions, service charges, liquidated damages, expense, and advances due to or paid or incurred by Mortgagee in connection with the Loans, the application and loan commitment, if any, and the other Loan Documents.

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3.17 Assignment of Leases and Rents. All right, title, and interest of the Mortgagor in and to all present Leases affecting the Property and including and together with any and all future Leases, written or oral, upon all or any part of the Property and together with all of the rents, income, receipts, revenues, issues, avails and profits from or due or arising out of the Property are hereby transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of the Secured Indebtedness. All future Leases affecting the Property shall be submitted by the Mortgagor to the Mortgagee for its approval prior to execution. All approved and executed Leases shall be specifically assigned to Mortgagee by an instrument satisfactory to Mortgagee. Each Lease, shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist under this Mortgage. From time to time, Mortgagor shall furnish Mortgagee with executed copies of each of the Leases and with estoppel letters from each tenant under each of the Leases, which estoppel letters shall be in a form satisfactory to Mortgagee and shall be delivered within thirty (30) days after Mortgagee's written demand. In the event Mortgagee requires that Mortgagor execute and record a separate collateral Assignment of Rents or separate collateral Assignment of Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

Mortgagee shall have the right to assign Mortgagor's right, title and interest in any Leases to any subsequent holder of this Mortgage or the Notes or any participating interest therein or to any person acquiring title to all or any part of the Premises through foreclosure or otherwise. Subsequent assignees shall have all the rights and powers herein provided to Mortgagee. Upon an Event of Default, Mortgagee shall have the rights and powers as are provided herein. Upon Event of Default, this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to Mortgagee without proof of the Event of Default. Mortgagee shall have the authority, as Mortgagor's attorney-in-fact, (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property.

If Mortgagor, as lessor in the Lease or Leases, shall neglect or refuse to perform, observe, and keep all of the covenants, provisions, and agreements contained in the Lease or Leases, then the Mortgagee may perform and comply with any such Lease covenants, agreements, and provisions. All costs and

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expenses incurred by the Mortgagee in complying with such covenants, agreements, and provisions shall become a part of the principal secured by this Mortgage and shall become immediately due and payable with interest at the Default Rate.

The Mortgagee, however, shall not be obligated to perform or discharge any obligation, duty or liability under any Leases, and the Mortgagor shall and does hereby agree, except to the extent of Mortgagee's gross negligence, to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of all alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Mortgagee incur any such liability, loss or damage under the Leases or under or by reason of their assignment, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, at the Default Rate. Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

3.18 Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Mortgagee as a lender in possession in the absence of the actual taking of possession of the Property by the Mortgagee.

3.19 Declaration of Subordination. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all Leases upon Mortgagee's executing and recording a unilateral subordination declaration in the appropriate official records of the county in which the Property is situated.

3.20 Uniform Commercial Code. This Mortgage constitutes a Security Agreement as that term is used in the Code with respect to: (i) all sums at any time on deposit for the benefit of the Mortgagee pursuant to any of the provisions of this Mortgage or any of the Loan Documents; and (ii) any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property (including all replacements, additions and substitutions) other than real estate (collectively "Collateral"). All of Mortgagor's right, title and interest in the Collateral are hereby assigned to the Mortgagee to secure the payment of the Secured Indebtedness and the performance of all of the Mortgagor's obligations. All of the terms, provisions, conditions and agreements contained in this Mortgage apply to the Collateral as fully and to the same extent as to any other property comprising the Property. The following provisions of this Paragraph shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

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(a) The Mortgagor (being the Debtor as that term is used in the Code) is and shall be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof;

(b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the premises for Mortgagor's own use or as the equipment and furnishings furnished by Mortgagor, as landlord, to tenants of the Property;

(c) The Collateral shall be kept at the Premises shall not be removed therefrom without the consent of the Mortgagee. The Collateral may be affixed to such Premises but shall not be affixed to any other real estate;

(d) No Financing Statement as that term is used in the Code covering any of the Collateral or any proceeds thereof is on file in any public office (except Financing Statements showing Mortgagee as the sole Secured Party, or such other liens and encumbrances as have been expressly permitted by Mortgagee in writing ("Permitted Exceptions")). Mortgagor shall at its own cost and expense, upon demand, furnish to the Mortgagee such further information, shall execute and deliver to the Mortgagee such Financing Statements and other documents in form satisfactory to the Mortgagee, and shall do all such acts and things as the Mortgagee may reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Secured Indebtedness, subject to no adverse liens or encumbrances (except Financing Statements showing Mortgagee as the sole Secured Party, or Permitted Exceptions). Mortgagor shall pay the cost of filing the same or filing or recording such Financing Statements or other documents as well as this instrument, in all public offices wherever filing or recording is deemed by the Mortgagee to be necessary or desirable;

(e) At any time after an Event of Default Mortgagee at its option may declare the Secured Indebtedness immediately due and payable. Thereupon Mortgagee shall have the remedies of a Secured Party under the Code, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof. For that purpose, Mortgagee may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the Collateral if the Collateral is affixed to the Premises, such removal shall be subject to Code conditions). Mortgagee shall be entitled to hold,

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maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations. Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Property. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. The Mortgagee will give Mortgagor at least five (5) days' notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition is made. The requirements of reasonable notice shall be met if such notice is delivered, by certified mail or equivalent, postage prepaid, to the address of Mortgagor as provided below, at least five (5) days before the time of the sale or disposition. The Mortgagee may buy at any public sale, and, if the Collateral is a type customarily sold in a recognized market or is of type which is the subject of widely distributed standard price quotations, Mortgagee may buy at any private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Premises comprised within the Property, the Collateral and the Premises to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee shall be applied in satisfaction of the Secured Indebtedness. The Mortgagee will account to the Mortgagor for any surplus realized on such disposition;

(f) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied;

(g) The terms and provisions contained in this Paragraph shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code;

(h) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Leases between the Mortgagor, as lessor, and various tenants, as lessee, including all extensions and renewals of the Lease terms, as well as any amendments to or replacements of the Leases, together with all of the right, title and interest of the Mortgagor as

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lessor, including, without limiting the generality of the foregoing, the present and continuing right to: (i) make claim for, collect, receive and receipt for any and all of the Rents, and moneys payable as damages or in lieu of the Rents and moneys payable as the purchase price of the Property or any part thereof or claims for money and other sums of money payable or receivable thereunder howsoever payable; and (ii) bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any lessor is or may become entitled to do under the Leases.

3.21 Releases. Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, Mortgagee may release from the lien all or any part of the Property, or release from liability any person obligated to repay any Secured Indebtedness, without affecting the liability of any party to any of the Notes, this Mortgage, or any of the other Loan Documents (including without limitation any guaranty given as additional security) and without in any way affecting the priority of the Lien. Mortgagee may agree with any liable party to extend the time for payment of any part or all of the Secured Indebtedness. Such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the Secured Indebtedness, but shall extend the Lien as against the title of all parties having any interest, subject to the Secured Indebtedness in the Property.

3.22 Interest Laws. Mortgagee and Mortgagor intend to comply with the laws of the State. Notwithstanding any provision to the contrary in the Notes, this Mortgage, or any of the other Loan Documents, no such provision shall require the payment or permit the collection of any amount ("Excess Interest") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by the Notes. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Notes, this Mortgage, or any of the other Loan Documents, then in such event (a) the provisions of this Paragraph shall govern and control; (b) neither Mortgagor nor any of the other Obligors (as defined in the Notes) shall be obligated to pay any Excess Interest; (c) any Excess Interest that Mortgagee may have received hereunder shall, at the option of Mortgagee, be (i) applied as a credit against the then unpaid principal balance under the Notes, accrued and unpaid interest not to exceed the maximum amount permitted by law, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; (d) the Interest Rate (as defined in the Notes) shall be automatically subject to reduction to the maximum lawful contract rate allowed under the applicable usury laws of the State. The Notes, this Mortgage, and the other Loan Documents shall be deemed to have been, and shall be, reformed

and modified to reflect such reduction in the Interest Rate; and (e) neither Mortgagor nor any of the other Obligors shall have any action against Mortgagee for any damages whatsoever arising out of the payment or collection of any Excess Interest.

3.23 Environmental Compliance. Mortgagor hereby represents, warrants and covenants to Mortgagee that:

(a) The Property, and the use and operation thereof, are currently in compliance and will remain in compliance with all applicable laws and regulations (including but not limited to all environmental, health and safety laws and regulations);

(b) All required governmental permits are in effect and will remain in effect. The Property, and the use and operation thereof, comply and will continue to comply therewith;

(c) There are and will be no environmental, health or safety hazards that pertain to any of the Property or the business or operations conducted thereon. No use, treatment, storage or disposal of hazardous wastes or hazardous substances has or will occur on, in or underneath the Premises, except in accordance with applicable law. The terms "hazardous wastes" and "hazardous substances" are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq., and Section 311(b)(2)(A) of the Federal Pollution Control Act, as amended, 33 U.S.C. 1321(b)(2)(A), and the regulations adopted and publications promulgated pursuant to said laws);

(d) There are no pending or threatened actions or proceedings (or notices of potential actions or proceedings) by any governmental agency or any other entity regarding the condition or use of the Property, or regarding any environmental, health or safety law. Mortgagor will promptly notify Mortgagee of any notices, and any pending or threatened action or proceeding in the future, and Mortgagor will promptly cure any condition complained of and have any such actions and proceedings dismissed to the satisfaction of Mortgagee;

(e) The business and all operations conducted on the Premises have and will lawfully dispose of their hazardous wastes and hazardous substances. There are no pending or threatened actions or proceedings concerning the disposal of hazardous wastes and hazardous substances that pertain to any of the Property or the business or operations conducted thereon. Mortgagor will promptly notify Mortgagee

of any such proceedings in the future, and Mortgagor will promptly cure and have any such actions or proceedings dismissed to the satisfaction of Mortgagee;

(f) To the best of Mortgagor's knowledge and except as otherwise disclosed by Mortgagor in writing to Mortgagee, there are no underground storage tanks, PCB's, asbestos, hazardous wastes or hazardous substances present on or underneath the Premises and none will be on the Premises in the future and Mortgagor will satisfy any and all obligations that may arise under Section 21(n) of the Illinois Environmental Protection Act, Ill. Rev. Stat. Ch. 111-1/2, Section 1001-1052 et seq;

(g) There are no pending or threatened "super-liens", governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of either of the Property, or the priority of the lien of this Mortgage or of any of the other Loan Documents. Mortgagor will promptly notify Mortgagee of any such future actions and proceedings, and Mortgagor will promptly cure and have any such actions and proceedings dismissed to the satisfaction of Mortgagee; and

(h) Mortgagor assumes all obligations of compliance with all environmental requirements imposed by federal, state and local authorities that affect the Property or any business or other activity conducted thereon or therewith. Any fees, costs and expenses imposed upon or incurred by Mortgagee at any time and from time to time on account of any breach of any of the covenants, representations or warranties contained in this Paragraph shall be immediately due and payable by Mortgagor to Mortgagee upon demand for reimbursement for same, and shall (together with interest thereon at the Default Rate accruing from the date such fees, costs and expenses are so imposed upon or incurred by Mortgagee) become part of the Secured Indebtedness. Mortgagor hereby covenants and agrees to protect, defend, indemnify, and hold harmless Mortgagee from any and all such costs and expenses.

3.24 Indemnity. Mortgagor agrees to defend, protect, indemnify, and hold harmless Mortgagee, the Lenders and each and all of their respective officers, directors, employees, attorneys and agents (collectively called the "Indemnitees") from and against any and all losses, liabilities, including strict liability, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses, whether based on private agreements or in tort, contract, implied or express warranties, statute, regulation, common law or otherwise (including, without limitation, fees and disbursements of counsel and consultants for such Indemnitees in connection with any investigative, administrative or judicial

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proceeding, whether or not such Indemnitees shall be a designated party thereto and also including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq., as amended from time to time, any so-called "Superfund" or "Superlien" law, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning, any Contaminant), which:

(a) may be imposed on, or on account of, or in connection with (i) the construction, reconstruction or alteration of the Property, (ii) any negligence or willful misconduct of Mortgagor, or a lessee of the Real Property, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Real Property or any street, drive, sidewalk, curb or passageway adjacent thereto, or (iv) any other occurrence or transaction arising out of or in any way connected with the Property (provided that Mortgagor shall have no obligation to an Indemnitee under this subparagraph (a) with respect to any indemnified matters caused by or resulting from the willful misconduct or gross negligence of that Indemnitee), or

(b) may be paid, incurred or suffered by, or asserted against, an Indemnitee by any person or entity or governmental agency for, with respect to, arising out of or in connection with (either directly or indirectly) the presence on or in, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Contaminant, regardless of whether caused by or within the control of Mortgagor, or any abatement or clean-up thereof.

The representations, warranties, obligations and liabilities of Mortgagor under Section 3.23 and Section 3.24 shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of whether the Secured Indebtedness has been paid in full and irrespective of any foreclosure of the Mortgage, sale of the Property pursuant to the provisions of the Mortgage or the acceptance by Mortgagee or its nominee of a deed or assignment in lieu of foreclosure or sale, except as Mortgagee may otherwise agree in writing.

3.25 Liens. Title to the Premises, or any part thereof, is not subject to any liens, encumbrances or defects of any nature whatsoever, whether or not of record and whether or not customarily

shown on title insurance policies, except as identified as a Permitted Exception.

3.26 Leases. The only persons having any interest in the Property are the Mortgagor, Mortgagee and persons, if any, occupying the Property as tenants only. Mortgagor represents and warrants as to each of the Leases now covering all or any part of the Premises that: (i) each of the Leases is in full force and effect; (ii) to its knowledge no default exists on the part of any of the lessees of the Leases or the Mortgagor; (iii) no Rents have been collected more than one month in advance under more than ten percent (10%) of the Leases; (iv) none of the Leases or any interest therein has been previously assigned or pledged; (v) no lessee under any of the Leases has any defense, setoff or counterclaim against Mortgagor; (vi) except as previously approved by Mortgagee in writing, all Rents due to date under each of the Leases has been collected and no concession has been granted to any lessee in the form of a waiver, release, reduction, discount or other alteration of Rents due or to become due; (vii) the lessee's interests under each of the Leases is as lessee only, with no options to purchase or rights of first refusal; and (viii) except as approved by Mortgagee in writing, the term under each of the Leases is no greater than one (1) year, with no options to extend the term of any such Lease being greater than one year.

3.27 Further Assurances. Mortgagor agrees that, upon request of Mortgagee from time to time, it will, at Mortgagor's sole cost and expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage, including without limitation, reimbursing Mortgagee for the costs of appraisals of the Property, to the extent that Mortgagee determines in good faith that such appraisals are required by any law or any governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any interpretation thereof, including, without limitation, the provisions of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, and any rules promulgated to implement such provisions. In the event that Mortgagor shall fail to do any of the foregoing, Mortgagee may, in its sole discretion, do so in the name of Mortgagor, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to do any of the foregoing.

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IV

CONCERNING THE COLLATERAL AGENT

4.01 Agent as a Lender. With respect to any Loans made by it and its rights and obligations under the Loan Documents, the Collateral Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender, and all as more fully set forth in Section X of the Credit Agreement. The term "Lender," "Lenders," or any similar terms shall, unless the context clearly otherwise indicates, include the Collateral Agent in its individual capacity as a Lender. Collateral Agent may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with Mortgagor and any entity related to or affiliated with Mortgagor to the same extent as if the Collateral Agent were not acting as agent pursuant hereto and the Loan Documents.

V

EVENT OF DEFAULT AND REMEDIES

5.01 Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

(a) The occurrence of a "Default", as such term is defined in the Credit Agreement; or

(b) Failure of Mortgagor to perform or observe any other covenant, agreement, representation, warranty or other provision contained in this Mortgage within 30 days after written notice of the default from Mortgagee to Mortgagor.

5.02 Acceleration of Maturity. At any time during the existence of any Event of Default, Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without further notice, all Secured Indebtedness (which shall include any prepayment premium or penalty provided in the Notes) to be immediately due and payable, whether or not such Event of Default is thereafter remedied by the Mortgagor. Upon acceleration, all Secured Indebtedness shall bear interest thereon at the "Default Rate" (as such term is defined in the Credit Agreement), and the Mortgagee may immediately proceed to foreclose this Mortgage and/or exercise any right, power or remedy provided by this Mortgage, the Notes or any of the Loan Documents or by law or in equity conferred.

5.03 Foreclosure of Mortgage. Upon occurrence of any Event of Default, or at any time thereafter, Mortgagee may, at its option, proceed to foreclose the lien of this Mortgage and pursue all remedies afforded to a mortgagee under and pursuant to the Act.

5.04 Remedies Cumulative and Non-Waiver. No remedy or right of the Mortgagee hereunder or under the Notes, or any Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee shall be in addition to, and not in limitation of, those provided by law or in the Notes or any Loan Documents or any other written agreement or instrument relating to any of the Secured Indebtedness or any security therefor.

5.05 Litigation Expenses. In any proceeding to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under the Notes, this Mortgage, and the other Loan Documents, or in any other proceeding in connection with any of the Loan Documents or any of the Property in which Mortgagee is named as a party, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting all related expenses paid or incurred by or on behalf of Mortgagee. Such expenses shall include: attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and any similar data and assurances with respect to title to the Property as Mortgagee may deem reasonably necessary either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the Premises or the Property. All foregoing expenses, and such expenses as may be incurred in the protection of any of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation affecting the Notes, this Mortgage, or the Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding (which may be estimated as to items to be expended after entry of such judgment or decree), shall be immediately due and payable by Mortgagor with interest thereon at the Default Rate.

5.06 Mortgagee's Performance of Mortgagor's Obligations.

In case of the occurrence of any Event of Default, the Mortgagee, either before or after acceleration of the Secured Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein, in the Notes, any of the Loan Documents or any document or instrument related thereto which is required of the Mortgagor (whether or not the Mortgagor is personally liable therefor) in any form and manner deemed expedient to the Mortgagee; and the Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on any permitted prior mortgage or encumbrances and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions and may, but shall not be required to, complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees and any other monies advanced by the Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such Improvements or to pay any such operating costs and expenses thereof or to keep the Premises and Improvements operational and usable for their intended purposes, shall be so much additional Secured Indebtedness, whether or not they exceed the amount of the Notes, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate. The Mortgagee, in making any payment hereby authorized: (a) for the payment of Impositions, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) 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 lien which may be asserted; or (c) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

All advances, disbursements and expenditures (collectively "advances") made by Mortgagee after an Event of Default, before and during foreclosure, prior to sale, and where applicable, after sale, for the following purposes, including interest thereon at the Default Rate, are hereinafter referred to as "Protective Advances":

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- (1) Advances pursuant to this Section 5.06;
- (2) Excess Restoration Costs which shall be any amount expended by Mortgagee in Restoring the Property in excess of the actual or estimate proceeds of insurance or condemnation, which excess shall constitute additional Secured Indebtedness;
- (3) Advances in accordance with the terms of this mortgage to: (a) protect, preserve or restore the mortgaged real estate; (b) preserve the lien of this mortgage or the priority thereof; or (c) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;
- (4) Payments of when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage (as described in Subsection (a) of Section 15-1505 of the Act) or other lien or encumbrance upon the Property or any part thereof on a parity with or prior or superior to the lien hereof ("Prior Encumbrance"); when due installments of real estate taxes and other impositions; other obligations authorized by this Mortgage; or, with court approval any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, all as referred to in this Paragraph 5.06 of this Mortgage and in Section 15-1505 of the Act;
- (5) Attorneys' fees and other costs incurred in connection with: (a) exercise of Mortgagee's rights to make Protective Advances; (b) the foreclosure of this Mortgage as referred to in Sections 1504 (d)(2) and 15-1510 of the Act; (c) any other litigation or administrative proceeding relating to the Property to which the Mortgagee may be or become or be threatened or contemplated to be a party, without fault on its part, including probate and bankruptcy proceedings; or (d) in the preparation for the commencement or defense of any such suit or proceeding; including filing fees, appraisers' fees, outlays for documents and expert evidence, witness fees, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title charges and examinations, foreclosure minutes, title insurance policies, Torrens certificates, appraisals, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute or defend such suit or, in case of foreclosure, to evidence to bidders at any sale which may be had pursuant to the foreclosure judgment the true condition of the title to or the value of the Property;
- (6) Mortgagee's fees and costs arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;
- (7) Payment by Mortgagee of any Impositions as may be required by this Mortgage;

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(8) Mortgagee's advances of any amount required to make up a deficiency in deposits for installments of Impositions as may be required by this Mortgage;

(9) Expenses deductible from proceeds of sale referred to in Subsections (a) and (b) of Section 15-1512 of the Act;

(10) Expenses incurred and expenditures made by Mortgagee for any one or more of the following: (a) premiums upon casualty and liability insurance made by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required without regard to the limitation to maintaining of insurance in effect at the time any receiver or mortgagee takes possession of the Property imposed by Subsection (c)(1) of Section 15-1704 of the Act; (b) expenditures in connection with restoration in excess of available insurance proceeds or condemnation awards; (c) payments required or deemed by Mortgagee to be for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (d) operating deficits incurred by Mortgagee in possession or reimbursed by Mortgagee to any receiver; and (e) all amounts paid to any public authority for the use or occupancy of any street, alley, or public way.

All Protective Advances shall be so much additional Secured Indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon until paid at the Default Rate.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded pursuant to Subsection (b)(1) of Section 15-1302 of the Act.

The Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to:

(a) Determination of amount of the Secured Indebtedness of this Mortgage at any time;

(b) Inclusion of the same in the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent amendment of such judgment, supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being hereby agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

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(c) If right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Subsections (d) (2) and (e) of Section 15-1603 of the Act;

(d) Determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

(e) Application of income in the hands of any receiver or mortgagee in possession; and

(f) Computation of any deficiency judgment pursuant to Subsections (e) and (b) (2) of Section 15-1508 and Section 15-1511 of the Act.

5.07 Right of Possession. In any case in which Mortgagee has a right to institute foreclosure proceedings (whether or not the entire principal sum secured hereby becomes immediately due and payable or whether before or after the institution of foreclosure proceedings or whether before or after judgment thereunder and at all times until the confirmation of sale) and upon Mortgagee's request to the court, Mortgagor shall, immediately upon Mortgagee's demand, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of the Property or any part thereof, personally or by its agent or attorneys. As provided in Subsections (b) (2) and (c) of Section 1701 of the Act, Mortgagee may enter upon and take and maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Property, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Property relating thereto. Mortgagee may exclude Mortgagor, such owner, and any agents and servants from the Property. As attorney-in-fact or agent of Mortgagor or such owner, or in its own name Mortgagee may:

(a) hold, operate, manage, and control all or any part of the Property and conduct the business thereof, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(b) cancel or terminate any lease or sublease of all or any part of the Property for any cause or on any ground that would entitle Mortgagor to cancel the same;

(c) elect to disaffirm any lease or sublease of all or any part of the Property made subsequent to this Mortgage or subordinated to the lien of this Mortgage;

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(d) extend or modify any then existing leases and make new leases of all or any part of the Property. Such extensions, modifications, and new leases may provide terms or options to lessees to extend or renew terms, beyond the maturity date of the Loans evidenced by the Notes and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale. Any such leases shall be binding upon Mortgagor, all persons whose interests in the Property are subject to the lien of this Mortgage, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Secured Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser; and

(e) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Property as may seem judicious to Mortgagee; insure and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and management; and receive all rents, issues, deposits, profits, and avails.

Without limiting the generality of the foregoing provisions of this Paragraph 5.07, Mortgagee shall also have all power, authority and duties as provided in Section 15-1703 of the Act.

5.08 Priority of Rent Payments. Any rents, issues, deposits, profits, and avails of the Property received by Mortgagee after taking possession of the Property, or pursuant to any assignment to Mortgagee under the provisions of this Mortgage or any of the other Loan Documents, shall be applied in payment of or on account of the following, in such order as Mortgagee or, in case of a receivership, as the court, may determine:

(a) operating expenses of the Property (including reasonable compensation to Mortgagee, any receiver of the Property, any agent or agents to whom management of the Property has been delegated, and also including lease commissions and other compensation for and expenses of seeking and procuring tenants and entering into leases, establishing claims for damages, if any, and paying premiums on insurance hereinabove authorized);

(b) Impositions, and water and sewer charges now due or that may become due on the Property, or that may become a lien prior to the lien of this Mortgage;

(c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Property (including without limitation the cost, from time to time, of installing or replacing ranges, refrigerators, and other appliances and other

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personal property, and of placing the Property in such condition as will, in the judgment of Mortgagee or any receiver, make it readily rentable or salable);

(d) any Secured Indebtedness or any deficiency that may result from any foreclosure sale; and

(e) any remaining funds to Mortgagor or its successors or assigns, as their interests and rights may appear.

5.09 Appointment of Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall appoint a receiver of the Property whenever Mortgagee when entitled to possession so requests pursuant to Section 15-1702(a) of the Act. Such receiver shall have all powers and duties prescribed by Section 15-1704 of the Act, including the power to make leases to be binding upon all parties, including the Mortgagor after redemption, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the mortgaged real estate after entry of a judgment of foreclosure, all as provided in Subsection (g) of Section 15-1701 of the Act. In addition, such receiver shall also have the following powers: (a) to extend or modify any then existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Secured Indebtedness and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; and (b) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of the period of receivership. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the Secured Indebtedness, or any amounts included in any judgment of foreclosure or supplemental judgment or other item for which Mortgagee is authorized to make a Protective Advance, and (b) the deficiency in case of a sale and deficiency.

5.10 Foreclosure Sale. In the event of any foreclosure sale, the Property may be sold in one or more parcels. Mortgagee may be the purchaser at any foreclosure sale.

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5.11 Application of Proceeds. The proceeds of any foreclosure sale of the Property shall be distributed and applied in accordance with the provisions of Subsection (c) of Section 15-1512 of the Act. The judgment of foreclosure or order confirming the sale shall provide (after application pursuant to Subsections (a) and (b) of said Section 15-1512) for application of sale proceeds in the order of priority set forth in Section 7.2 of that certain Stock Pledge Agreement executed of even date herewith by Mortgagor and Mortgagee, as agent for the Lenders: First, all items not covered by the provisions of said Subsections (a) and (b), which under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Notes, with interest thereon as herein provided; and Second, all principal and interest remaining unpaid on the Notes.

5.12 Application of Deposits. In the event of any Event of Default, Mortgagee may, at its option, apply any monies or securities that constitute deposits made to or held by Mortgagee or any depository pursuant to this Mortgage toward payment of any of Mortgagor's obligations under the Notes, this Mortgage, or any of the other Loan Documents, in such order and manner as Mortgagee may elect. When the Secured Indebtedness has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the Property. Such deposits are pledged as additional security for the prompt payment of the indebtedness evidenced by the Notes and any other Secured Indebtedness and shall be held to be applied irrevocably by such depository for the intended purposes and shall not be subject to the direction or control of Mortgagor.

5.13 Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in Restoring the 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 as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further provide unless the right of redemption has been waived pursuant to Section 15-1601(b) of the Act, that in case of redemption under said judgment, pursuant to the Act, then, and in every such case, the redemptory may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptory. In the event of foreclosure sale, Mortgagee is hereby authorized, but not required, without the consent of Mortgagor, to assign or cause a receiver to assign any and all insurance policies to the purchaser at the sale, or to take such other action as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

5.14 Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all rights to have the Property and estates comprising the Property marshalled upon any foreclosure of the lien of this Mortgage, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. Mortgagor further waives any and all rights of redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Mortgage, for itself and on behalf of: (i) any trust estate of which the Premises are a part, all beneficially interested persons; (ii) each and every person acquiring any interest in the Property or title to the Premises subsequent to the date of this Mortgage; and (iii) all other persons to the extent permitted by the provisions of laws of the State in which the Premises are located. Mortgagor acknowledges that the Premises do not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Mortgagor hereby waives any and all right of redemption pursuant to Section 15-1601(b) of the Act.

VI

MISCELLANEOUS

6.01 Notices. Any notice that Mortgagee or Mortgagor may desire or be required to give to the other shall be in writing and shall be mailed or delivered in the manner set forth in the Credit Agreement. Except as otherwise specifically required, notice of the exercise of any right or option granted to Mortgagee by this Mortgage is not required to be given.

6.02 Time of Essence. Time is of the essence of this Mortgage.

6.03 Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

6.04 Governing Law. This Mortgage shall be construed and enforced according to the laws of the State of Illinois. To the extent that this Mortgage may operate as a security agreement under the Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a secured party as such term is defined in the Code.

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6.05 Rights and Remedies Cumulative. All rights and remedies in this Mortgage are cumulative. The holder of the Notes and of every other obligation secured hereby may recover judgment, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy.

6.06 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included.

6.07 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

6.08 Headings. The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

6.09 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

6.10 Deed in Trust. If title to the Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction against the creation of any lien on the Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

6.11 Successors and Assigns. This Mortgage shall be binding upon Mortgagor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Mortgagor. "Mortgagor," when used herein, shall include all such persons and entities and any others liable for the payment of the Secured Indebtedness, or any part thereof, whether or not they have executed the Notes or this Mortgage. The word "Mortgagee," when used herein, shall include each of: (i) the Collateral Agent in its capacity as a Lender and as Collateral Agent for the Lenders; and (ii) the Lenders, together with each of their successors, assigns and legal representatives.

6.12 Mortgagee in Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee

in possession in the absence of the actual taking of possession of the Property.

6.13 Business Loans. Mortgagor certifies and agrees that the proceeds of the Notes secured by this Mortgage will be held for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404(1)(c), and that the principal obligation secured hereby constitutes a "business loan" within the definition and purview of that Section.

6.14 Indemnity. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, losses, damages, claims, expenses (including attorneys' fees and court costs) which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: the Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Property; the ownership, use, operation or maintenance of the Property, (provided that Mortgagor shall have no obligation to Mortgagee under this Section 6.14 with respect to any indemnified matters caused by or resulting from the willful misconduct or gross negligence of Mortgagee).

6.15 Maximum Amount. The maximum Secured Indebtedness is One Hundred Million and No/100 Dollars (\$100,000,000).

6.16 Compliance with the Act. Anything elsewhere herein contained to the contrary notwithstanding,

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act,

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law, and

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Paragraph 5.05 or

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Paragraph 5.06 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

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IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Mortgage as of the date first above written.

ZENITH ELECTRONICS CORPORATION,
a Delaware corporation

By: _____
Its: _____

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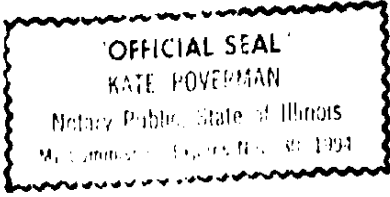
STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of April, 1992 before me, the undersigned, a Notary Public in and for the State of Illinois, personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of Zenith Electronics Corporation, a Delaware corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the corporation's Board of Directors; and that the foregoing officer acknowledged execution of the instrument to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
(Seal)

My commission expires: 11/03/94



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EXHIBIT "A"

Legal Description.

PARCEL 1:

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE WEST 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE FULLY DESCRIBED AS FOLLOWS: TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 30 SAID LINE ALSO BEING THE DIVISION LINE BETWEEN DUPAGE COUNTY AND COOK COUNTY, A DISTANCE OF 1051.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THAT CERTAIN EASEMENT CONVEYED BY THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO THE COMMONWEALTH EDISON COMPANY BY EASEMENT DEED DATED JANUARY 16, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT 16827903 ON FEBRUARY 18, 1957 IN BOOK 52875 ON PAGES 192-195; THENCE NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY OF SAID EASEMENT, A DISTANCE OF 338.80 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL WITH AND 60 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE EAST RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY A DISTANCE OF 1147.84 FEET TO A POINT; THENCE CONTINUING ALONG THE LAST MENTIONED COURSE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2500.00 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO THE KROGER COMPANY BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED ON FEBRUARY 26, 1960 FOR A PLACE OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED TO THE KROGER COMPANY, A DISTANCE OF 311.99 FEET TO A POINT 94.0 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 40.0 FEET TO A POINT; THENCE SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 346.80 FEET TO A POINT 150.0 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAYS PROVISO YARD; THENCE SOUTH 4 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150.0 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD NUMBER 834, A DISTANCE OF 434.57 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 957.88 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C" SAID POINT ALSO BEING 60.0 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C" ALSO BEING A LINE 60.0 FEET EASTERLY OF (AS MEASURED PERPENDICULAR TO) THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY BEING A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7597.44 FEET, A DISTANCE OF 415.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF ACCESS ROAD "C", A DISTANCE OF 392.84 FEET TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 12 FEET (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE) OF THE NORTHERLY 330 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL SECTION 31; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID FRACTIONAL 31, A DISTANCE OF 99.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64 (COMMONLY KNOWN AS NORTH AVENUE); THENCE NORTH 98 DEGREES 20 MINUTES 15 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 64, A DISTANCE OF 555.85 FEET TO SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND CONVEYED TO BURNY BROTHERS, INC., BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY DEED DATED APRIL 1, 1960; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BURNY BROTHERS, INC., PROPERTY SAID LINE ALSO BEING THE EASTERLY LINE OF ACCESS ROAD "C" THE FOLLOWING 5 COURSES AND DISTANCES NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 43.52 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 192.0 FEET, A DISTANCE OF 143.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 49 MINUTES 45 SECONDS WEST, A DISTANCE OF 115.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 188.0 FEET, A DISTANCE OF 138.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 206.35 FEET TO THE NORTHWEST CORNER OF SAID BURNY BROTHERS, INC., PROPERTY FOR A PLACE OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY LINE OF ACCESS ROAD "C" THE FOLLOWING 4 COURSES AND DISTANCES; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 563.27 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX EASTERLY AND HAVING A RADIUS OF 7542.0 FEET, A DISTANCE OF 485.94 FEET TO A POINT OF TANGENCY; THENCE NORTH 4 DEGREES 15 MINUTES 45 SECONDS WEST, A DISTANCE OF 24.32 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONVEX WESTERLY AND HAVING A RADIUS OF 7597.44 FEET, A DISTANCE OF 149.79 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO RADIO STEEL MANUFACTURING COMPANY, BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY BY A DEED DATED JANUARY 24, 1962; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY, A DISTANCE OF 957.38 FEET TO THE SOUTHEAST CORNER OF SAID RADIO STEEL MANUFACTURING COMPANY PROPERTY SAID CORNER ALSO BEING A POINT 150.0 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) THE CENTER LINE OF YARD TRACK NUMBER 834 AS NOW EXISTING OF THE CHICAGO AND NORTHWESTERN RAILWAY CO'S PROVISO YARD; THENCE SOUTH 4 DEGREES 16 MINUTES 49 SECONDS WEST ALONG A LINE PARALLEL WITH AND 150.0 FEET WESTERLY OF (AS MEASURED PERPENDICULAR TO) SAID CENTER LINE OF YARD TRACK NUMBER 834, A DISTANCE OF 1272.05 FEET TO A POINT ON THE NORTH LINE OF SAID BURNY BROTHERS, INC., PROPERTY; THENCE SOUTH 88 DEGREES 20 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID BURNY BROTHERS, INC., PROPERTY, A DISTANCE OF 820.52 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Office

2025-09-26

EXHIBIT "B"

Permitted Exceptions

1. GRANT DATED APRIL 3, 1963 AND RECORDED APRIL 25, 1963 AS DOCUMENT 18778705 FROM RADCO STEEL AND MANUFACTURING COMPANY, A CORPORATION OF ILLINOIS, TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY OF THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN, RELOCATE AND RENEW EQUIPMENT UPON, ALONG, OVER AND UNDER SAID PROPERTY AND TO TRANSMIT BY MEANS OF SAID EQUIPMENT, ELECTRICITY TO BE USED FOR HEAT, LIGHT, POWER, TELEPHONE AND OTHER PURPOSES, WITH RIGHT OF INGRESS AND EGRESS FROM SAID PROPERTY; SAID ELECTRICITY EQUIPMENT TO BE LOCATED UPON, OVER AND UNDER A STRIP OF LAND AS SHOWN ON THE FLAT ATTACHED THERETO.

(AFFECTS PARCEL 1)

2. EASEMENT IN, UPON, UNDER AND ALONG THE EASTERLY 20 FEET OF THE PREMISES IN QUESTION TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE PREMISES IN QUESTION AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS THERETO, AS CREATED BY GRANT TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, RECORDED FEBRUARY 5, 1963 AS DOCUMENT 18713063.

(AFFECTS PARCEL 2)

3. UNRECORDED PUBLIC UTILITIES EASEMENT FOR SEWERS AS DISCLOSED BY MANHOLE COVERS ON THE SOUTHWESTERLY, NORTHEASTERLY, EASTERLY AND SOUTHERLY LINES AS SHOWN ON SURVEY MADE BY CERTIFIED SURVEY COMPANY, DATED MARCH 18, 1991, ORDER NUMBER 901238 (2).

(AFFECTS PARCEL 1)

4. ENCROACHMENT OF BLACK TOP OVER THE WEST LOT LINE BY ABOUT .05 TO .04 OF A FOOT AS DISCLOSED BY SURVEY MADE BY CERTIFIED SURVEY COMPANY, DATED MARCH 18, 1991, ORDER NUMBER 901238 (2).

(AFFECTS PARCEL 1)

5. ENCROACHMENT OF CONCRETE PADS ONTO THE 20 FOOT EASEMENT FOR THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY PER DOCUMENT 18778705 AS DISCLOSED BY SURVEY MADE BY CERTIFIED SURVEY COMPANY, DATED MARCH 18, 1991, ORDER NUMBER 901238.

(AFFECTS PARCEL 1)

6. UNRECORDED PUBLIC UTILITIES EASEMENTS AS DISCLOSED BY OVERHEAD WIRES ON THE NORTHEASTERLY LINE AS SHOWN ON SURVEY MADE BY CERTIFIED SURVEY COMPANY, DATED MARCH 18, 1991 ORDER NUMBER 9012389 (2).

(AFFECTS PARCEL 1)

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7. ENCROACHMENT OF OVERHEAD 'ZENITH' SIGN OVER THE WEST LOT LINE AS DISCLOSED BY SURVEY MADE BY CERTIFIED SURVEY COMPANY, DATED MARCH 18, 1991, ORDER NUMBER 901238 (2).

(AFFECTS PARCEL 1)

8. UNRECORDED RAILROAD EASEMENT AS DISCLOSED BY SWITCH AND SPUR TRACKS ON THE NORTHEASTERLY LINE AS SHOWN ON SURVEY MADE BY CERTIFIED SURVEY COMPANY DATED MARCH 18, 1991, ORDER NUMBER 901238 (2).

(AFFECTS PARCEL 1)

9. ENCROACHMENT OF LIGHT POLE OVER THE WEST LOT LINE BY ABOUT .18 OF A FOOT AS DISCLOSED BY SURVEY MADE BY CERTIFIED SURVEY COMPANY DATED MARCH 18, 1991, ORDER NUMBER 901238 (2).

(AFFECTS PARCEL 1)

10. RAILROAD SIDING EASEMENT AS DISCLOSED BY INSTRUMENTS RECORDED AS DOCUMENT 18713063 AND AS DOCUMENT 18718705 AND AS SHOWN ON SURVEY MADE BY CERTIFIED SURVEY COMPANY DATED MARCH 18, 1991, ORDER NUMBER 901238 (2).

(AFFECTS ALL)

11. General real estate taxes not yet due and payable.

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