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MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT

BY

INDUSTRIAL COATINGS GROUP, INC.

Mortgagor

TO

HELLER FINANCIAL, INC.,

93576308

As Agent and Mortgagee

Relating to Premises in:

Chicago, Illinois

COOK COUNTY CLERK'S OFFICE
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1300 N. LA SALLE ST. CHICAGO, ILL. 60610
TELEPHONE: 312-742-2800
FAX: 312-742-2808
COOK COUNTY RECORDER

This Document was prepared by
and after recording should be returned to:

Howard Goldman, Esq.
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601

Please return to: Mike Wellman
Tigor Title Insurance
203 N. LaSalle, Suite 1400
Chicago, IL 60601

Re: 101-01291-14

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MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage"), dated as of July 23, 1993, made by INDUSTRIAL COATINGS GROUP, INC. ("Mortgagor"), a Delaware corporation having its principal place of business and chief executive office at 2141 South Jefferson Street, Chicago, Illinois 60616, as Mortgagor, to HELLER FINANCIAL, INC. ("Mortgagee"), as Mortgagee, a Delaware corporation having its principal offices at 500 West Monroe Street, Chicago, Illinois 60661, for itself and as agent for each of the financial institutions (collectively "Lenders," each a "Lender") identified as Lenders in that certain "Credit Agreement" hereinbelow described.

R E C I T A L S:

1. Mortgagor is the owner (i) in fee simple absolute of the real property described in Schedule A hereto, (ii) of the landlord's interests in the Leases (as hereinafter defined) and (iii) of the Improvements and Personal Property (each as hereinafter defined).

2. Mortgagor and Mortgagee, individually and as agent for the Lenders, have entered into a certain Revolving Credit and Term Note Agreement dated as of July 23, 1993 (as the same may be amended and in effect from time to time, the "Credit Agreement") by and among Mortgagee and Mortgagor pursuant to which the Lenders have agreed to make loans (collectively "Loans"; each, a "Loan") to Mortgagor in aggregate principal amounts not to exceed at any time Twenty-Nine Million Dollars (\$29,000,000), upon the terms and subject to the conditions set forth in the Credit Agreement.

3. The Loans are in the form of: (i) two (2) term loans: (a) Term Loan A ("Term Loan A") in the aggregate principal amount of Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) which is evidenced by a note entitled "Term Loan A Note" of even date herewith, which is hereinafter called the "Term Loan A Note"; and (b) Term Loan B ("Term Loan B") in the aggregate principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) evidenced by a note entitled "Term Loan B Note" of even date herewith hereinafter called the "Term Loan B Note"; the Term Loan A Note and the Term Loan B Note are hereinafter collectively called the "Term Note"; and (ii) a revolving credit loan (the "Revolving Credit Loan") under which advances, payments and readvances may be made from time to time in a principal amount not to exceed at any time outstanding Ten Million Dollars (\$10,000,000) and evidenced by a note entitled "Revolving Loan Note" of even date herewith, which is hereinafter called a "Revolving Note." The Term Note and the Revolving Note are hereinafter collectively called "Notes." Each of the Notes bears interest at an adjustable rate as therein provided or as provided

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in the Credit Agreement. Advances of Loan proceeds made from time to time shall constitute obligatory advances, upon the terms and subject to the conditions set forth in the Credit Agreement.

4. This Mortgage is being given by Mortgagor to secure (i) payment by Mortgagor of all principal, interest and other sums due or to become due in respect of the Loans, including but not limited to future advances as hereafter provided in Paragraph 5 below (collectively, as owing from time to time, the "Indebtedness"); (ii) the payment of any further or subsequent advances made to preserve the lien of this Mortgage; and (iii) the payment and performance of all of the terms, covenants, conditions, agreements and liabilities contained in this Mortgage and the Loan Documents (as hereinafter defined in Section 3.1). All of the foregoing payment and performance obligations in clauses (i), (ii) and (iii) of the preceding sentence are hereinafter collectively called the "Obligations."

5. This Mortgage also secures the payment of and includes all future or further advances as shall be made at all times, regardless of whether proceeds of the Loans have been disbursed by the Mortgagor herein or its successors or assigns, to and for the benefit of the Mortgagor, its successors or 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 of the Indebtedness so secured at any one time shall not exceed \$60,000,000, together with interest thereon, plus any and all disbursements made or incurred by Mortgagee (i) for the payment of taxes or insurance on the Mortgaged Property, (ii) to protect and/or preserve and/or restore the Mortgaged Property and the lien hereof and to keep the Premises and Improvements operational and usable for their intended purposes, and (iii) for reasonable attorneys' fees, loan commissions, service charges, liquidated damages, expenses and court costs incurred in the applications and/or collection of any or all of such sums of money and all other Obligations secured by this Mortgage. The foregoing limitations shall not in any manner limit, affect or impair any grant of a security interest, lien, or other right in favor of the Mortgagee under the provisions of any of the Loan Documents. 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.

6. The provisions of the Credit Agreement are incorporated by reference herein as though set forth in full detail. Unless expressly otherwise provided herein, in the event of any conflict between the terms and provisions of this Mortgage and the Credit Agreement, the terms and provisions of the Credit Agreement shall govern and control. Terms used but not separately

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defined herein shall have the meanings ascribed to them in the Credit Agreement.

CONVEYANCE:

Mortgagor, to secure the payment of the Obligations to Mortgagee and the performance of the covenants and agreements herein contained and in consideration of the further sum of One Dollar (\$1.00) unto Mortgagee in hand well and truly paid by Mortgagee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and intending to be legally and firmly bound hereby, grants, bargains, sells, assigns, aliens, releases, transfers, remises, conveys and mortgages Mortgagee and its successors and assigns forever, and hereby represents and warrants to Mortgagee and grants to Mortgagee and its successors and assigns forever a continuing security interest in and to all of the following rights, interests, claims and property (collectively, "Mortgaged Property"), whether now owned or held or hereafter acquired:

A. The fee simple estate in the land described in Schedule A, together with any and all easements, rights-of-way, sidewalks, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, and all reversion and reversions, remainder and remainders, income, rents, issues, revenues and profits thereof (collectively, "Land");

B. The buildings, structures and other improvements and any and all alterations or additions thereto now or hereafter located or erected on the Land, including, without limitation, personal property, attachments, walkways, parking facilities and light stanchions (collectively, "Improvements") (Improvements together with the Land, collectively, the "Premises");

C. To the extent assignable, any and all permits, certificates, approvals and authorizations however characterized, issued or in any way furnished, whether necessary or not for the operation and use of the Premises or the operation of Mortgagor's business, including, without limitation, building permits, certificates of occupancy, environmental certificates, certificates of operation, warranties and guarantees;

D. All machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to the Improvements or the Land or used primarily, from time to time,

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in connection with the use and enjoyment of the Premises or the maintenance or preservation thereof (collectively, the "Personal Property");

E. The Mortgagor's estate, right, title and interest as lessor or landlord in all leases of space, licenses, occupancy or concession agreements (collectively, "Leases"; each, a "Lease") now existing or hereafter entered into relating to the Land or the Improvements and any and all amendments, modifications, supplements and renewals of leases, whether now in effect or hereafter coming into effect, including, without limitation, all rents, additional rents, cash or securities deposited thereunder to secure performance of the lessee's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease; and

F. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims including, without limitation, proceeds of insurance and condemnation awards with respect thereto, including interest thereon and any and all awards or payments and interest thereon;

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee and its successors and assigns, provided, however, that if Mortgagor shall cause to be paid in full all amounts secured by this Mortgage, Mortgagee shall release the Mortgaged Property from the lien (as hereinafter defined) of this Mortgage.

C O V E N A N T S:

Mortgagor hereby covenants and agrees as follows:

ARTICLE I

WARRANTIES, REPRESENTATIONS AND COVENANTS OF MORTGAGOR

SECTION 1.1 Payment of Loans. Mortgagor shall duly and punctually pay or cause to be paid in the manner specified in the Notes and Credit Agreement, the principal, interest, and all other sums due or to become due or required to be paid under or in respect of the Loans and the Credit Agreement.

SECTION 1.2 Good Title and Hazardous Materials.

1.2.1 Mortgagor represents, warrants and covenants that: (i) on and as of the date hereof, it has good and marketable title to an indefeasible fee simple estate in the Premises and good title in and to the Mortgaged Property, subject to no mortgage, pledge, security interest, encumbrance, lien or charge of any kind,

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including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute other than to reflect ownership by a third party of property leased under a lease not in the nature of a conditional sale or title retention agreement, or any subordination arrangement in favor of any party other than Mortgagor (collectively, "Liens"; each, a "Lien"), except for Permitted Encumbrances as defined in the Credit Agreement existing as of the date hereof (collectively, "Prior Liens"); (ii) it will keep in effect all rights of way and appurtenant easements to or that constitute a part of the Premises; and (iii) this Mortgage creates and constitutes a valid and enforceable first mortgage lien on and first security interest in the Mortgaged Property, subject only to Prior Liens and Mortgagor does now and will forever warrant and defend to Mortgagee and the respective successors and assigns of Mortgagee such title and the validity and priority of the Lien hereby created and evidenced against the claims of all persons and parties whomsoever.

1.2.2 Mortgagor will not and will not permit any Loan Party (as such term is defined in the Credit Agreement) to: (a) violate any applicable Environmental Law (as such term is defined in the Credit Agreement); or (b) dispose of any Hazardous Materials (as such term is defined in the Credit Agreement) into, onto or from the Premises (except in accordance with applicable law); or (c) permit any Lien (as such term is defined in the Credit Agreement) imposed pursuant to any Environmental Law to be imposed or to remain on the Premises.

1.2.3 Each Loan Party shall at all times comply in all material respects with all applicable Environmental Laws.

1.2.4 Mortgagor shall indemnify, pay and hold Mortgagee and each Lender harmless from and against any and all losses, costs (including attorneys' fees), claims, liabilities, injuries, expenses and damages whatsoever incurred by Mortgagee or such Lender by reason of any violation of any applicable Environmental Law for which any Loan Party is liable, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup or response costs expended by reason of any such violation, or by reason of any breach of any representation, warranty or affirmative or negative covenant in the Credit Agreement, or by reason of any matter disclosed in Schedules 4.15(A), (B) or (C) of the Credit Agreement.

1.2.5 Each Loan Party shall promptly take any and all necessary remedial actions required under applicable Environmental Laws in response to the presence, storage, use, disposal, transportation or discharge of any Hazardous Materials on, under or about the Premises; provided that each Loan Party may, in good faith contest the applicability of any Environmental Law by appropriate proceedings promptly instituted and diligently pursued, so long as (1) no Liens (other than Permitted Encumbrances) attach to the Mortgaged Property, and (2) such Loan Party has established

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appropriate reserves therefore in accordance with GAAP. In the event any Loan Party undertakes any remedial action with respect to any Hazardous Material on, under or about the Premises, such Loan Party shall conduct and complete such remedial action in compliance with all applicable Environmental Laws, except when such Loan Party's liability for such presence, storage, use, disposal, transportation or discharge of any Hazardous Material is being contested in good faith by such Loan Party and appropriate reserves therefor have been established in accordance with GAAP.

1.2.6 If Mortgagee or any Lender at any time has a reasonable basis to believe that there may be a material violation of any Environmental Law by any Loan Party or related to the Premises or real property adjacent to the Premises, then Mortgagor agrees, upon request from Mortgagee or such Lender, to provide Mortgagee and such Lender, at Mortgagor's expense, with such reports, certificates, engineering studies or other written material or data as Mortgagee or such Lender may require so as to satisfy Mortgagee and such Lender that such Loan Party is in material compliance with all applicable Environmental Laws.

1.2.7 Mortgagor shall promptly advise Mortgagee in writing and in reasonable detail of: (1) any discharge by any Loan Party of any Hazardous Material required to be reported to any federal, state or local governmental or regulatory agency under all applicable Environmental Laws except such discharges pursuant to and in compliance with valid permits, authorizations or registrations under said Environmental Laws; (2) any and all written notifications or correspondence sent or received by any Loan Party with respect to any Environmental Claims (as such term is hereinafter defined) or any release of Hazardous Material required to be reported to any federal, state or local governmental or regulatory agency; (3) any remedial action taken by any Loan Party or any other Person in response to any Hazardous Material on, under or about the Premises, the existence of which could result in an Environmental Claim that could have a Material Adverse Effect (as such term is defined in the Credit Agreement); (4) the discovery by any Loan Party of any occurrence or condition on any real property adjoining or in the vicinity of the Premises by any Loan Party that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Environmental Laws; and (5) any request for information from any governmental agency that indicates such agency is investigating whether any Loan Party may be potentially responsible for a release, disposal or discharge of Hazardous Materials.

1.2.8 Mortgagor shall promptly notify Mortgagee of (1) any proposed acquisition of stock, assets, or property by any Loan Party that could reasonably be expected to expose any Loan Party to, or result in, Environmental Claims that could have a Material Adverse Effect and (2) any proposed action to be taken by any Loan Party to commence any operations that could reasonably be

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expected to subject any Loan Party to additional laws, rules or regulations, including laws, rules and regulations requiring additional or amended environmental permits or licenses which could have a Material Adverse Effect. Mortgagor shall, at its own expense, provide copies of such documents or information as Mortgagee may reasonably request in relation to any matters disclosed pursuant to this subsection 1.2.8.

1.2.9 Except as set forth on Schedule 4.15(A) of the Credit Agreement, there are no claims, liabilities, investigations, litigation, administrative proceedings, whether pending or threatened, or judgments or orders relating to any Hazardous Materials, (collectively called "Environmental Claims") asserted or threatened against any Loan Party or, to the best knowledge of Mortgagor, relating to any real property currently owned, leased or operated by any Loan Party. Except as set forth on Schedule 4.15(A) of the Credit Agreement, no Loan Party or, to the best knowledge of Mortgagor, any other Person, has caused or permitted any Hazardous Material to be used, generated, reclaimed, transported, released, treated, stored or disposed of in a manner which could form the basis for an Environmental Claim against any Loan Party. Except as set forth on Schedule 4.15(A) of the Credit Agreement, no Loan Party has assumed any liability of any unrelated Person for cleanup, compliance or required Capital Expenditures (as such term is defined in the Credit Agreement) in connection with any Environmental Claim. The items disclosed on Schedule 4.15(A), items 1-8 of the Credit Agreement, could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

1.2.10 Except as set forth on Schedule 4.15(B) of the Credit Agreement, no Hazardous Materials are stored or otherwise located, and no underground storage tanks or surface impoundments are located, on real property currently owned, leased or operated by any Loan Party except in compliance with applicable Environmental Laws or, to the best knowledge of Mortgagor, which is based solely on the Phase I Environmental Assessment performed by Geraghty & Miller, Inc. dated May 26, 1993, on adjacent parcels of real property, and no part of such real property or, to the best knowledge of Mortgagor, which is based solely on the Phase I Environmental Assessment performed by Geraghty & Miller, Inc. dated May 26, 1993, no part of such adjacent parcels of real property, including the groundwater located thereon, is presently contaminated by Hazardous Materials. The items disclosed on Schedule 4.15(B) of the Credit Agreement could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

1.2.11 Except as set forth on Schedule 4.15(C) of the Credit Agreement, each Loan Party has been and is currently in compliance with all applicable Environmental Laws, including obtaining and maintaining in effect all permits, licenses or other authorizations required by applicable Environmental Laws. The

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items disclosed on Schedule 4.15(C) pursuant to the Credit Agreement, will not, either individually or in the aggregate, have a Material Adverse Effect.

SECTION 1.3 Further Documentation to Assure Lien: Fees and Expenses.

1.3.1 Mortgagor shall, at the sole cost and expense of Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require, which are necessary in the judgment of Mortgagee from time to time to assure, perfect, convey, assign, transfer and confirm unto Mortgagee the property and rights hereby conveyed or assigned, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage.

1.3.2 Mortgagor shall pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage and any mortgage supplemental hereto, any security instrument with respect to the Personal Property, any Uniform Commercial Code financing statements and continuation statements, and any instrument of further assurance required by Mortgagee to be filed, registered or recorded pursuant to this Mortgage.

SECTION 1.4 Payment of Taxes, Insurance Premiums, Assessments; Compliance with Law and Insurance Requirements.

1.4.1 Unless contested in accordance with Section 1.4.2, Mortgagor shall pay and discharge, from time to time when the same shall become due, all real estate and other taxes, special assessments, levies, permits, inspection and license fees, all premiums for insurance, all water and sewer rents and charges, and all other public charges imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property, including, without limitation, those arising in respect of the occupancy, use or possession thereof.

1.4.2 From and after the occurrence of an Event of Default, at the option of Mortgagee, to be exercised by notice to Mortgagor, Mortgagor shall deposit with Mortgagee, on the first day of each month, an amount estimated by Mortgagee to be equal to one-twelfth (1/12th) of the annual taxes, assessments and other items required to be discharged by Mortgagor under Section 1.4.1. Such amounts shall be held by Mortgagee without interest to Mortgagor and applied to the payment of the obligations in respect of which such amounts were deposited, in such order or priority as Mortgagee shall determine, on or before the respective dates on which the same or any part thereof would become delinquent. Nothing

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contained in this Section 1.4 shall affect any right or remedy of Mortgagee under any provision of this Mortgage or of any statute or rule of law to pay any such amount and to add the amount so paid, together with interest at the rate payable after and during the continuance of an Event of Default as provided in the Credit Agreement (the "Default Rate") to the other amounts outstanding in respect of any Loans or relieve Mortgagor of its obligations to make or provide for the payment of the annual taxes, assessments and other charges required to be discharged by Mortgagor under Section 1.4.1.

1.4.3 Unless contested in accordance with Section 1.4.5, Mortgagor shall timely pay all lawful claims and demands of mechanics, materialmen, laborers, government agencies administering worker's compensation insurance, old age pensions, and social security benefits and all other claims, judgments, demands or amounts of any nature which, if unpaid, might result in, or permit the creation of, a Lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom.

1.4.4 Mortgagor has obtained and shall take all action necessary to maintain in force and effect all permits, consents, approvals, licenses, franchises or other instruments including those required by the Credit Agreement (collectively, "Permits") required by any federal, state, municipal or local government or quasi-governmental agency or authority to operate or use and occupy the Premises. Unless contested in accordance with Section 1.4.5, Mortgagor shall comply promptly with all requirements set forth in any of the Permits and all requirements of any law, ordinance, rule, regulation or requirement of any federal, state, municipal or local government or quasi-governmental agency or authority applicable to all or any part of the Mortgaged Property or the condition, use or occupancy of all or any part thereof or any restriction imposed upon the Mortgaged Property by any duly recorded deed of restriction, declaration, covenant running with the land or otherwise, now or hereafter in force.

1.4.5 Mortgagor may at its own expense contest the amount or applicability of any of the obligations described in Sections 1.4.1, 1.4.3 and 1.4.4 by appropriate legal proceedings, prosecution of which operates to prevent the collection thereof or the sale or forfeiture or demolition of the Mortgaged Property or any part thereof to satisfy the same; provided, however, (i) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same before any such obligations have been increased by any interest, penalties, or costs; (ii) Mortgagor has obtained a title insurance endorsement over such contested obligations insuring Mortgagee against loss or damage by reason of the existence of such contested obligations or Mortgagor has deposited with Mortgagee, at such place as Mortgagee may from time to time in writing designate, a sum of money or other security

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acceptable to Mortgagee that is sufficient in Mortgagee's judgment to pay in full such contested obligations (or to bring the Mortgaged Property in compliance with the obligations under Section 1.4.4) and all penalties and interest that might become due thereon, and shall keep on deposit an amount sufficient, in Mortgagee's judgment, to pay in full such contested obligations, increasing such amount to cover additional penalties and interest whenever, in Mortgagee's judgment, such increase is advisable; (iii) Mortgagor shall not be exposed to any criminal or civil liability by virtue of such contest and such contest shall, in the judgment of the Mortgagee, be reasonable; (iv) Mortgagor shall diligently prosecute the contest of such contested obligations by appropriate legal proceedings and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred by Mortgagee in so doing, including the reasonable fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Obligations bearing interest at the Default Rate until paid, and payable upon demand); and (v) in the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the monies and liquidate any securities deposited with Mortgagee, in payment of, or on account of, such contested obligations, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such contested obligations, together with all penalties and interest thereon, Mortgagor shall forthwith, upon demand, either deposit with Mortgagee a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Mortgagee has applied funds on deposit on account of such contested obligations, restore such deposit to an amount satisfactory to Mortgagee. Mortgagee may, but shall not be required to, pay such deficiency in said deposit for contested obligations and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such contested obligations, and any amount expended by Mortgagee in so doing shall be so much additional Obligations bearing interest at the Default Rate until paid. In any event, Mortgagor shall cause the contested obligations to be fully satisfied and discharged immediately upon final determination of the contest and prior to the time that any sale, forfeiture or demolition of all or any part of the Mortgaged Property could result.

1.4.6 Mortgagor shall not in its use and occupancy of the Premises (including, without limitation, in the making of any "Alterations" (as hereinafter defined)) take any action that would cause the termination, revocation or denial of any insurance coverage required to be maintained under this Mortgage or that would be the basis for a successful defense to any claim under any insurance policy maintained in respect of the Premises.

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1.4.7 Mortgagor shall, immediately upon receipt of any written notice regarding any failure by Mortgagor to pay or discharge any of the obligations described in Section 1.4.1, 1.4.3, 1.4.4 or 1.4.6, furnish a copy of such notice to Mortgagee.

SECTION 1.5 Payment of Certain Taxes. If the United States, the state in which the Land is located or any political subdivision thereof shall levy, assess or charge any tax, imposition or assessment upon this Mortgage, the Credit Agreement or any other document relating to the Loans or the interest of Mortgagee in the Mortgaged Property, other than income taxes levied or assessed upon Mortgagee, Mortgagor shall pay all such taxes, assessments and impositions to, for, or on account of Mortgagee, when due and payable and shall furnish to Mortgagee, proof of such payment satisfactory to Mortgagee.

SECTION 1.6 Required Insurance Policies.

1.6.1 Mortgagor shall keep and maintain insurance coverages in respect of the Improvements and Personal Property as provided in the Credit Agreement.

1.6.2 All insurance policies required by this Section 1.6 shall be in form and issued by companies satisfactory to Mortgagee and shall comply with all provisions of the Credit Agreement. All insurance policies in respect of the coverages required by Section 1.6, shall contain an endorsement naming Mortgagee as loss payee and additional insured, shall be in amounts at least sufficient to prevent coinsurance and all losses thereunder shall be payable to Mortgagee, as sole loss payee. Each policy of insurance required under this Section 1.6 shall provide that it may not be cancelled or otherwise terminated without at least thirty (30) days' prior written notice to Mortgagee and shall permit Mortgagee to pay any premium therefor within ten (10) days after receipt of any notice stating that such premium has not been paid when due. The policy or policies of such insurance or certificates of insurance evidencing the required coverages shall be delivered to Mortgagee. Settlement of any claim under any of the insurance policies referred to in this Section 1.6 shall require Mortgagee's prior written approval which shall not be unreasonably withheld or delayed.

1.6.3 Mortgagor shall not purchase separate insurance policies concurrent in form or contributing in the event of loss with those policies required to be maintained under this Section 1.6, unless Mortgagee is included thereon as a named insured and, if applicable, with loss payable to Mortgagee, as sole loss payee, under a standard mortgagee endorsement of the character described in Section 1.6.2 hereof and the policy evidencing such insurance otherwise complies with the requirements of Section 1.6.2. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance policy is obtained and shall promptly

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deliver to Mortgagee the policy or certificate evidencing such insurance.

1.6.4 Mortgagor shall, immediately upon receipt of any written notice of any failure by Mortgagor to pay any insurance premium in respect of any insurance required to be maintained under this Section 1.6, furnish a copy of such notice to Mortgagee.

SECTION 1.7 Failure to Make Certain Payments. If Mortgagor shall fail to perform any of the covenants contained in this Mortgage or any Loan Documents, Mortgagee may make advances to perform the same on its behalf, and all sums so advanced shall be included in the Obligations and be secured hereby. Mortgagor shall repay on demand all sums so advanced by Mortgagee on behalf of Mortgagor, with interest at the Default Rate. The provisions of this Section 1.7 or any action taken by Mortgagee pursuant to the provisions of this Section 1.7 shall not prevent any such failure to observe any covenant contained in this Mortgage from constituting an event of Default.

SECTION 1.8 Inspection. Mortgagor shall permit Mortgagee, by its agents, accountants and attorneys, upon reasonable advance notice, written or oral, and at times mutually agreed upon, except in cases of emergency, to visit and inspect the Premises at such reasonable times as may be requested by Mortgagee, provided that Mortgagee shall not unreasonably interfere with the operation of Mortgagor's business at the Premises.

SECTION 1.9 Mortgagor to Maintain Improvements. Mortgagor shall not commit any waste on the Premises or make any change in the use of the Improvements or Personal Property or use any of the Land for purposes not related to the current use of the Premises without Mortgagee's prior written consent. Mortgagor shall, at all times, maintain the Premises in good operating order, condition and repair. Except as otherwise provided in Section 1.14, the Premises shall not be demolished or altered, nor shall any Personal Property be removed without the prior written consent of Mortgagee, except to the extent permitted in the Credit Agreement.

SECTION 1.10 Mortgagor's Obligations With Respect to Leases.

1.10.1 Mortgagor shall not without the Mortgagee's prior written consent (i) execute any assignment of any Lease or of the rents or any part thereof from the Premises other than the assignment herein to Mortgagee, (ii) except where the lessee under any Lease is in default thereunder, terminate or consent to the cancellation or surrender of such Lease, (iii) modify any Lease having an unexpired term of two (2) years or more so as to change the unexpired term thereof or so as to decrease the amount of the rents payable thereunder, (iv) accept any prepayments of any

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installment of rents to become due under any Lease for a period exceeding one month, (v) permit the deferral of or waive or postpone the payment of any rental payment under any lease, (vi) permit any transfer or assignment of any Lease or the sublease of the property subject to any Lease without the written consent of Mortgagee, or (vii) modify any Lease in any fashion which will impair the value of the Mortgaged Property or the security provided by this Mortgage.

1.10.2 Mortgagor shall at all times timely and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all Leases to be kept and performed by the lessor thereunder and shall at all times do all things necessary to compel performance by the lessee under each Lease of all obligations, covenants and agreements by such lessee to be performed thereunder.

1.10.3 Mortgagor shall furnish to Mortgagee, within thirty (30) days after each request by Mortgagee to do so, a written statement in respect of any or all of the Leases setting forth the space occupied, the rentals payable thereunder, and such other information as the requesting party may reasonably request.

SECTION 1.11 Transfer Restrictions.

1.11.1 Except as may be provided in the Credit Agreement, Mortgagor may not, without Mortgagee's prior written consent, further mortgage, encumber, hypothecate, sell, convey or assign all or any part of the Mortgaged Property or Mortgagor's interest in the Mortgaged Property or lease or sublease the Mortgaged Property or any part thereof or suffer any of the foregoing to occur.

Except as may be provided in the Credit Agreement, Mortgagor shall not create, suffer, or permit to be created or filed against the Mortgaged Property any mortgage lien or other lien superior or inferior to the lien created by this Mortgage. Mortgagor may, within ten (10) days after the filing thereof, 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. In the event Mortgagor otherwise suffers or permits any lien to be attached to the Mortgaged Property, Mortgagee shall have the unqualified right, at its option, to accelerate the maturity of the Obligations, causing the entire principal balance and all interest accrued to be immediately due and payable, without notice to Mortgagor.

Except as may be provided in the Credit Agreement, in the event of a transfer of control of Mortgagor, whether by operation of law, voluntarily, or otherwise or a contract to do any of the foregoing, Mortgagee shall have the unqualified right, at its

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option, to accelerate the maturity of the Obligations, causing the entire principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable, without notice to Mortgagor. Without limiting the generality of the foregoing, except as may be authorized or permitted in the Credit Agreement, each of the following events shall be deemed a prohibited transfer hereunder:

(i) if Mortgagor is a corporation, any sale, conveyance, assignment, or other transfer of all or a portion of the stock of Mortgagor, that results in a material change in the identity of the person(s) or entities previously in control of Mortgagor corporation;

(ii) if Mortgagor consists of a partnership or joint venture, any sale, conveyance, assignment, or other transfer of all or a portion of the partnership interest of a partner of such partnership, or joint venture interest of a joint venturer in the joint venture, that results in a material change in the identity of the person(s) in control of such partnership or joint venture;

(iii) a sale, conveyance, assignment, or other transfer of all or any portion of the stock or partnership interest of any entity directly or indirectly in control of any corporation or partnership consisting or included within Mortgagor that results in a material change in the identity of the person(s) in control of such entity; and

(iv) any hypothecation of all or any portion of the stock thereof, if Mortgagor is or includes a corporation, or of all or any portion of the partnership interest of any general partner thereof, if Mortgagor is or includes a partnership, or of all or any portion of the stock or partnership interest of any entity directly or indirectly in control of such corporation or partnership, that could result in a material change in the identity of the person(s) in control of such corporation, partnership, or entity directly or indirectly in control of such corporation or partnership if the secured party under such hypothecation exercised its remedies.

SECTION 1.12 Destruction; Condemnation.

1.12.1 Destruction; Insurance Proceeds. In case of any damage to, or loss or destruction of, the Improvements and Personal Property or any part thereof (each, a "Destruction"), Mortgagor shall promptly send to Mortgagee a notice setting forth the nature and extent of such Destruction. All proceeds of any insurance claim which exceed Two Hundred Thousand Dollars (\$200,000) are hereby assigned and shall be paid to Mortgagee. Provided that no Event of Default shall have occurred and be continuing, all proceeds of any insurance claim which is less than

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Two Hundred Thousand Dollars (\$200,000) shall be paid to Mortgagor to be applied to restoration of the Mortgaged Property. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for damage or destruction which may exceed Two Hundred Thousand Dollars (\$200,000). All proceeds of any claims which are payable to Mortgagee pursuant to this Section, less the amount of any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such Destruction ("Net Proceeds"), shall be applied as set forth in Sections 1.12.1 and 1.12.4 hereof.

1.12.2 Condemnation; Assignment of Award. In the event of any taking of the Mortgaged Property or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Mortgaged Property or any part hereof, by any governmental authority, civil or military (each, a "Taking"), Mortgagor shall immediately notify Mortgagee upon receiving notice of such Taking or commencement of proceedings therefor. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for the proceeds in respect of any Taking which may exceed Two Hundred Thousand Dollars (\$200,000). All proceeds or any award or payment in respect of any Taking which may exceed Two Hundred Thousand Dollars (\$200,000) in amount are hereby assigned and shall be paid to Mortgagee and Mortgagor shall take all steps necessary to notify the condemning authority of such assignment. Provided that no Event of Default shall have occurred and be continuing, all proceeds or any award or payment in regard of any Taking which is less than Two Hundred Thousand Dollars (\$200,000) shall be paid to Mortgagor to be applied to restoration of the Mortgaged Property, if such restoration is deemed reasonably necessary for the operation of Mortgagor's business at the Premises. Such award or payment which is payable to Mortgagee pursuant to this Section, less the amount of any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such Taking ("Net Award"), shall be applied as if such award or payment were insurance proceeds in accordance with Sections 1.12.1 and 1.12.4 hereof.

1.12.3 Restoration. Unless Mortgagee should elect in its discretion to apply any Net Award or Net Proceeds as a prepayment of the Obligations, in the event of a Taking or Destruction, Mortgagor shall be required to restore or rebuild ("Restoration") any Personal Property or Improvement that is damaged, taken or destroyed under the terms and provisions herein-after provided.

All Net Proceeds and Net Awards paid to Mortgagee and to be applied under this Section may be applied by the Mortgagee, at its discretion, to the prepayment of the Obligations. In the event the Net Proceeds or Net Award are used for Restoration, Mortgagee shall not release any part of the Net Award or the Net Proceeds except in accordance with the provisions of

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Section 1.12.4. Prior to commencing any work to effect Restoration of the Premises exceeding Two Hundred Thousand Dollars (\$200,000), Mortgagor shall promptly (but in no event later than one hundred eighty (180) days following any Destruction or Taking) furnish to Mortgagee:

(i) complete plans and specifications ("Plans and Specifications") for the Restoration;

(ii) a certificate ("Architect's Certificate") of an independent, reputable architect or engineer licensed in the state where the Premises are located stating (a) that the Plans and Specifications have been reviewed and approved by the signatory thereof, (b) such signatory's estimate ("Estimate") of the costs of completing the Restoration, (c) a description of all permits and approvals required by law in connection with the Restoration, and (d) confirmation that all such permits and approvals required by law to commence work in connection with the Restoration have been obtained; and

(iii) if the Estimate exceeds the Net Proceeds or the Net Award, as the case may be, a surety bond for, guarantee of, or irrevocable letter of credit ("Letter of Credit") or other irrevocable and unconditional commitment to provide funds ("Commitment") for the payment of such Restoration, payable to or in favor of Mortgagee, which bond, guarantee, Letter of Credit or Commitment (a) shall be signed by a surety or sureties or guarantor(s), as the case may be, acceptable to Mortgagee, and, in the case of a Letter of Credit or Commitment, shall be provided by a bank or other financial institution having capital and surplus satisfactory to Mortgagee as shown in its most recent available statement of financial condition, and (b) shall be in the amount not less than the Estimate minus the amount of the Net Proceeds or the Net Award, as the case may be, then held by Mortgagee for application toward the cost of such Restoration.

Mortgagee shall have the right to review and approve the Plans and Specifications. Promptly upon approval of the Plans and Specifications by Mortgagee, Mortgagor shall commence and diligently continue to perform the Restoration in accordance with such approved Plans and Specifications.

1.12.4 Restoration Advances Following Destruction or Taking of Mortgaged Property. In the event the Net Proceeds or Net Award are used for Restoration as provided in Section 1.12.3, Mortgagee shall apply the Net Proceeds or the Net Award held by Mortgagee on account of any Destruction or Taking to the payment of the cost of any Restoration and shall pay portions of the same, from time to time, to Mortgagor or, at Mortgagee's option, exercised from time to time, directly to the contractors, subcontractors, materialmen, laborers, engineers, architects, and other

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persons rendering services or material for such Restoration, subject to the following conditions:

(i) Mortgagor shall provide Mortgagee with a request setting forth the amount to be paid and to whom payment is to be made five (5) business days prior to the date such payment is to be made and each such request for payment shall be accompanied by an Architect's Certificate stating (a) that all the Restoration work then completed has been done substantially in compliance with the approved Plans and Specifications and in accordance with all provisions of law, (b) the sums requested are required to reimburse Mortgagor for payments by Mortgagor to, or are due to, the contractors, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the Restoration, and that, when added to the sums, if any, previously paid out by Mortgagee, such sums do not exceed the cost of the Restoration to the date of such Architect's Certificate, (c) whether or not the Estimate continues to be accurate, and if not, what the entire cost of such Restoration is then estimated to be, and (d) unless Mortgagee received a surety, guarantee, Letter of Credit or Commitment as referred to in Section 1.12.3 that the amount of the Net Proceeds or Net Award, as the case may be, remaining after giving effect to such payment will be sufficient on completion of the Restoration to pay for the same in full (giving in reasonable detail, an estimate by trade of the remaining costs of completion);

(ii) Each request for payment shall be accompanied by a title commitment (or equivalent security) with such coverages as Mortgagee may require issued by a title insurer acceptable to Mortgagee, stating that (a) all liens (except Permitted Encumbrances) covering that part of the Restoration previously paid for, if any, have been waived and (b) there has not been filed with respect to all or any parts of the Mortgaged Property any Lien (except Permitted Encumbrances), not discharged of record, in respect of any part of the Restoration; and

(iii) The final request for any payment after the Restoration has been completed shall be accompanied by an Architect's Certificate and a certification by Mortgagor each listing all certificates, permits, licenses, waivers, other documents, or any combination of the foregoing required by law in connection with or as a result of such Restoration and stating that all of the same have been obtained.

In the event there shall be any surplus after application of the Net Award or the Net Proceeds to Restoration of the Premises, such surplus shall belong and be paid to Mortgagee, to be credited against the amounts outstanding in respect of any Loans in accordance with the applicable provisions of the Credit Agreement.

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SECTION 1.13 Operating Agreements. Mortgagor shall provide to Mortgagee, from time to time as requested by Mortgagee, certified copies of every management, operating and other similar agreement covering all or substantially all of the Premises. Each such agreement shall be in form and substance acceptable to Mortgagee and shall be subordinate and subject to the Lien of this Mortgage.

SECTION 1.14 Alterations. Mortgagor shall have the right to make any and all additions, modifications or changes (each, an "Alteration") to the Premises in an amount such that the Alterations and all improvements to Mortgagor's other properties do not exceed in the aggregate the Capital Expenditure limit set forth in the Credit Agreement without Mortgagee's prior written consent; provided, however, that Mortgagor shall (i) complete all Alterations promptly, in a good and workmanlike manner and in compliance with all applicable local laws, ordinances and requirements, (ii) warrant that said Alterations shall not reduce or impair the value of the Mortgaged Property and (iii) pay when due all claims for labor performed and materials furnished in connection with any Alteration. Mortgagor shall not remove or demolish the Improvements in whole or substantial part, without Mortgagee's prior written consent, unless pursuant to performance of an Alteration. Any Alteration which individually or in the aggregate shall cause Mortgagor to exceed the Capital Expenditure limitation shall require Mortgagee's prior written consent and shall be in accordance with such requirements as Mortgagee shall deem necessary including, without limitation, delivery to Mortgagee of comparable documentation, security, and procedures as those required under Section 1.12.3 in connection with a Restoration.

SECTION 1.15 Partial Payments of Obligations. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the encumbrance of this Mortgage until the principal amount of the Obligations outstanding shall equal such encumbrance amount.

SECTION 1.16 Involuntary Impositions. No recovery of any personal judgment against Mortgagor and/or no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the encumbrance of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

SECTION 1.17 Continuance of Lien. Mortgagor agrees that if the outstanding balance of the Obligations is ever repaid to zero, the lien and security title of this Mortgage shall not be deemed released or extinguished by operation of law or implied intent of the parties. This Mortgage shall remain in full force

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and effect as to any further advances in accordance with the Credit Agreement made after such zero balance, and until the Credit Agreement and all of the other Obligations are paid in full, all agreements to make further advances have been terminated in writing, and this Mortgage has been cancelled of record. Mortgagor waives the operation of any applicable statute, case law or regulation having a contrary effect.

ARTICLE II

ASSIGNMENT OF RENTS, SECURITY AGREEMENT

SECTION 2.1 Assignment of Leases, Rents, Issues and Profits.

2.1.1 Mortgagor hereby irrevocably confirms and grants, transfers and assigns to Mortgagee, all of Mortgagor's right, title and interest, whether now existing or hereafter acquired, in the leases, including the right, power and authority to collect the rents, issues, income and profits of the Mortgaged Property. The assignment set forth in the foregoing sentence shall be unconditional and irrevocable except as provided to the contrary in Section 2.1.2.

2.1.2 Notwithstanding the provisions of Section 2.1.1, Mortgagor shall have the right, prior to occurrence of any Event of Default, to collect and retain all rents, issues and profits relating to the Mortgaged Property as the same become due and payable. Upon the occurrence of any Event of Default, Mortgagee may at any time without notice except as notice is otherwise required in the Credit Agreement, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Obligations, (i) enter upon and take possession of the Premises or any part thereof, and/or (ii) in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, to all or any part of the Obligations, and in such order as Mortgagee may determine.

2.1.3 Mortgagee's right to collect the rents, issues and profits upon default by Mortgagor pursuant to this Section 2.1 is in no manner conditional upon Mortgagee first taking possession of the Premises. Should Mortgagee enter and take possession of the Premises, and/or collect the rents, issues and profits and apply the same as provided for herein, such act shall not cure or waive any Event of Default or notice thereof hereunder or invalidate any act done pursuant to such notice. Nothing contained herein, nor any collection of rents, issues and profits by Mortgagee or a receiver, shall be construed to make Mortgagee a "mortgagee-in-possession" so long as Mortgagee has not itself entered into actual possession of the Premises.

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2.1.4 Nothing herein shall be construed to impose any liability or obligation on Mortgagee under or with respect to any Lease. Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all liabilities, losses and damages (including, without limitation, reasonable attorney's fees and the allocated costs of staff counsel) incurred under any Lease or by reason of the provisions of this Section 2.1.

SECTION 2.2 Security Interest in Personal Property.

2.2.1 This Mortgage shall constitute a security agreement for the purposes of the Uniform Commercial Code, as enacted in the state where the Premises are located (the "Code"), and shall create and evidence a security interest in all the Personal Property.

2.2.2 Mortgagor, immediately upon the execution and delivery of this Mortgage, and thereafter from time to time, shall cause this Mortgage, any security instrument creating or evidencing the Lien hereof in the Personal Property, and each instrument of further assurance, including Uniform Commercial Code financing statements and continuation statements, to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to perfect, preserve and protect the Lien hereof upon the Personal Property. In the event Mortgagor fails to exercise such instruments of further assurance within ten (10) days after request for execution of the same by Mortgagee, then and in such event Mortgagor hereby appoints and authorizes Mortgagee to act on behalf of Mortgagor upon Mortgagor's failure to comply with the provisions of this Section 2.2.2.

2.2.3 Upon the occurrence and continuance of any Event of Default, in addition to the remedies set forth in Article 3, Mortgagee, shall have the power to foreclose Mortgagor's right of redemption in the Personal Property by sale of the Personal Property in accordance with the Code. It shall not be necessary that any Personal Property offered be physically present at any such sale or constructively in the possession of Mortgagee or the person conducting the sale.

2.2.4 Mortgagee may sell the Personal Property or any part thereof at public or private sale with notice to Mortgagor as hereinafter provided. The proceeds of any such sale, after deducting all expenses of Mortgagee in taking, storing, repairing and selling the Personal Property (including, without limitation, reasonable attorneys' fees and the allocated costs of staff counsel) shall be applied in the manner set forth in Section 3.3.3. At any sale, public or private, of the Personal Property or any part thereof, Mortgagee may purchase any or all of the Personal Property offered at such sale.

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2.2.5 Mortgagee shall give Mortgagor reasonable notice of any sale of any of the Personal Property pursuant to the provisions of this Section 2.2. Notwithstanding the provisions of Section 5.2, any such notice shall conclusively be deemed to be reasonable and effective if such notice is mailed at least ten (10) days prior to any sale, by first class or certified mail, postage prepaid, to Mortgagor at its address above set forth, or to such other address as Mortgagor may hereafter designate in writing to Mortgagee.

SECTION 2.3 Uniform Commercial Code Security Interest and Financing Statement. This instrument is intended to be a security agreement pursuant to the Code covering any of the items of fixtures and equipment and proceeds thereof included as part of the Mortgaged Property and that may be subject to a security interest pursuant to the Code, and the Mortgagor hereby grants the Mortgagee a security interest in such items or types of property. In addition, Mortgagor will execute and deliver to the Mortgagee, upon Mortgagee's request, any financing statements or amendments thereof or continuation statements thereto that the Mortgagee may require to perfect a security interest in said items or types of property. The Mortgagor shall pay all costs of filing such instruments.

- | | |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| (a) Name and Address of Debtor: | Industrial Coatings Group, Inc. 2141 South Jefferson Street Chicago, Illinois 60616 |
| (b) Name and Address of Secured Party: | Heiler Financial, Inc., as agent 500 West Monroe Street Chicago, Illinois 60661 |
| (c) Description of the types (or items) by property covered by this Financing Statement: | Those items described as Improvements and Personal Property in the Conveyance paragraph hereof |
| (d) Description of real estate to which collateral is attached or upon which it is located: | See Schedule A hereto. |

Some or all of the above described collateral is or is to become fixtures upon the above described real estate, and this Financing Statement is to be filed for record in the real estate records.

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ARTICLE III

EVENTS OF DEFAULT AND REMEDIES

SECTION 3.1 Events of Default. Each of the following shall constitute an Event of Default:

3.1.1 If (i) Mortgagor shall fail to make any payment of interest or principal, when and as the same shall become due and payable as set forth in the Credit Agreement or the Notes, or (ii) Mortgagor shall fail to make any other payment to be paid by it under the Credit Agreement or the other Loan Documents (as defined in the Credit Agreement) (the Credit Agreement and such other Loan Documents, collectively, "Loan Documents"; each, a "Loan Document") when and as the same shall become due and payable.

3.1.2 If Mortgagor shall fail to perform or observe any term, condition or covenant hereof (other than a failure of the type described in Section 3.1.1) and such failure shall continue unremedied for twenty (20) days after notice thereof, provided however, that any applicable grace or cure period under the Credit Agreement shall begin and run simultaneously with the grace period set forth in this Section.

3.1.3 If there shall occur (i) under any of the Loan Documents an "Event of Default" (as such term is defined in the appropriate Loan Document), or (ii) under any lease, mortgage, covenant or agreement affecting the Premises which is superior in priority to this Mortgage, any default which is not cured prior to the expiration of any applicable cure period set forth in such lease, mortgage, covenant or agreement, or if no such period is set forth, within thirty (30) days.

SECTION 3.2 Remedies in Case of an Event of Default. If an Event of Default shall have occurred and is continuing, Mortgagee may, without notice except as otherwise provided in the Credit Agreement, in addition to any other action, take one or more of the following actions:

3.2.1 by written notice to Mortgagor, declare the entire unpaid amount of the Obligations to be due and payable immediately;

3.2.2 by legal process have a receiver or referee appointed who may enter into and upon all or any part of the Premises, and each and every part thereof, and exclude Mortgagor, its agents and servants wholly therefrom; and then use, operate, manage and control the Premises and conduct the business thereof and, from time to time, may maintain and restore the Mortgaged Property, and likewise, from time to time, make all necessary or proper repairs, renewals and replacements and such useful Alterations thereto and thereon as Mortgagee or such receiver or

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referee may deem advisable; and in every such case such receiver or referee shall have the right to manage, lease and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise; and Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of Mortgagor; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of the receiver or referee and Mortgagee and its attorneys, counsel, agents, clerks, servants and other employees, Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of all amounts due under the Loan Documents other than principal and interest in respect of the Loans; second, to the payment of the interest due in respect of the Loans; and third, to the outstanding principal amount of the Loans;

3.2.3 with or without entry, personally or by its agents or attorneys, to the extent permitted by law, institute and prosecute proceedings for the complete or partial foreclosure of this Mortgage; or

3.2.4 take such steps to protect and enforce its rights whether by action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement in the Loan Documents, or in aid of the execution of any power granted in this Mortgage, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

SECTION 3.3 Sale of Mortgaged Property if Event of Default Occurs: Proceeds of Sale.

3.3.1 On the completion of any sale or sales by Mortgagee made under or by virtue of this Article 3, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument or instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagee is hereby irrevocably appointed the true and lawful agent and attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold, and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, and Mortgagor hereby ratifies and confirms all that Mortgagee, acting as its attorney, or any such substitute

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shall lawfully do by virtue hereof. This power of attorney is coupled with the interest of Mortgagee created by this Mortgage. Mortgagor shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all instruments as may be reasonably requested for such purpose. Any such sale or sales made under or by virtue of this Article 3 shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor.

3.3.2 In the event of any sale made under or by virtue of this Article 3, the entire principal of, and interest in respect of the Loans, if not previously due and payable, and all other sums required to be paid by Mortgagor pursuant to the Loan Documents, shall, at the option of Mortgagee, immediately become due and payable, anything in this Mortgage to the contrary notwithstanding.

3.3.3 Subject to the following sentence, the proceeds of any sale made under or by virtue of this Article 3, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Article 3 or otherwise, shall be applied as follows:

First: to the payment of the costs and expenses of such sale, including reasonable compensation to Mortgagee, its agents and attorneys, and of any judicial or private proceedings in which such sale may be made, and of all other expenses, liabilities and advances made or incurred by Mortgagee, together with interest at the Default Rate on such costs, expenses and liabilities and on all advances made by Mortgagee from the date any such cost, expense or liability is due, owing or unpaid or any such advance is made, in each case until paid in full;

Second: to the payment of all amounts then due, owing or unpaid under the Credit Agreement, other than interest and principal in respect of the Loans and amounts payable under subparagraph "First" above, together with interest on each such amount at the Default Rate, from and after the date such amount is due, owing or unpaid until paid in full;

Third: to the payment of the interest then due, owing or unpaid in respect of the Loans, together with, to the maximum extent permitted by law, interest thereon at the Default Rate, from the date such amount is due, owing or unpaid until paid in full;

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Fourth: to the payment of the whole amount of principal then due, owing or unpaid in respect of the Loans, to be applied in accordance with the applicable provisions of the Credit Agreement, with interest on such unpaid principal at the Default Rate, from and after the happening of any Event of Default until paid in full; and

Fifth: the surplus, if any, to be paid to Mortgagor or whomever lawfully may be entitled to receive such surplus.

3.3.4 Mortgagee may bid for and acquire the Mortgaged Property or any part thereof at any sale made under or by virtue of this Article 3 and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts due and owing in respect of the Loans, after deducting from the sales price the expenses of the sale and the costs of the action or proceedings and any other sums that Mortgagee is authorized to deduct under this Mortgage.

3.3.5 Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

SECTION 3.4 Mortgagee's Additional Remedies in Case of an Event of Default.

3.4.1 Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage, or the foreclosure of the lien of this Mortgage. In case of proceedings against Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, Mortgagee shall be entitled to prove the whole amount of principal and interest due in respect of the Loans to the full amount thereof and all other payments, charges and costs due under the Loan Documents, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Premises; provided, however, that in no case shall Mortgagee receive a greater amount than the aggregate of such principal, interest and such other payments, charges and costs (with interest at the Default Rate) from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of Mortgagor.

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3.4.2 Any recovery of any judgment by Mortgagee and any levy of any execution under any judgment upon the Mortgaged Property shall not affect in any manner or to any extent the Lien of this Mortgage upon the Mortgaged Property or any part thereof, or any Liens, powers, rights and remedies of Mortgagee hereunder, but such Liens, powers, rights and remedies shall continue unimpaired as before.

3.4.3 Any moneys collected by Mortgagee under this Section 3.4 shall be applied in accordance with the provisions of Section 3.3.3 hereof.

SECTION 3.5 Legal Proceedings After an Event of Default.

3.5.1 After the occurrence of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the Obligations or any part thereof, or of any proceedings to foreclose this Mortgage or of any other proceedings in aid of the enforcement of this Mortgage, Mortgagor shall enter its voluntary appearance in such action, suit or proceeding.

3.5.2 Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall be entitled forthwith as a matter of right, either before or after declaring the Obligations or any part thereof to be due and payable, to the appointment of a receiver without giving notice to any party, without regard to the adequacy or inadequacy of any security for the Obligations, without requiring bond, without regard to the solvency or insolvency of any person liable for payment of the Obligations, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the Loans hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Mortgaged Property, due and to become due, during any foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the Mortgaged Property, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Mortgaged Property, and may pay all or any part of the Obligations or other sums secured hereby or any deficiency decree entered in any foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgagee in possession of the Mortgaged Property with the same power granted to a receiver pursuant to this subparagraph and with

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all other rights and privileges of a mortgagee-in-possession under applicable law.

3.5.3 Mortgagor shall not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of the right of inquisition on any property levied upon under a judgment obtained in proceedings to collect the Obligations hereby secured or in proceedings on this Mortgage, and further waives and releases any and all benefits that may accrue to the Mortgagor by virtue of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction. Mortgagor shall not, after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. Mortgagor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power granted or delegated to Mortgagee by this Mortgage, but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted. Mortgagor, for itself and all who may claim under it, waives, to the extent permitted by law, all right to have the Mortgaged Property marshaled on any foreclosure of this Mortgage.

SECTION 3.6 Remedies Not Exclusive. No remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Mortgage or now or hereafter existing at law or in equity. Any delay or omission of Mortgagee to exercise any right or power accruing on any Event of Default shall not impair any such right or power and shall not be construed to be a waiver of or acquiescence in any such Event of Default. Every power and remedy given by this Mortgage may be exercised from time to time as often as may be deemed expedient by Agent. If Mortgagee accepts any moneys required to be paid by Mortgagor under this Mortgage after the same becomes due, such acceptance shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured by this Mortgage or to declare an Event of Default with regard to subsequent defaults. If Mortgagee accepts any moneys required to be paid by Mortgagor under this Mortgage in an amount less than the sum then due, such acceptance shall be deemed an acceptance on account only and on the condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and Mortgagor's

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failure to pay the entire sum then due shall be and continue to be an Event of Default notwithstanding acceptance of amount on account.

ARTICLE IV

CONCERNING THE MORTGAGEE

SECTION 4.1 Mortgagee as a Lender. With respect to any Loans made by it and its rights and obligations under the Loan Documents, Mortgagee 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 the Credit Agreement. The term "Lenders," "Lender," or any similar terms shall, unless the context clearly otherwise indicates, include Mortgagee in its individual capacity as a Lender. Mortgagee may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with Mortgagor to the same extent as if Mortgagee were not acting as agent pursuant hereto and the Loan Documents.

ARTICLE V

MISCELLANEOUS

SECTION 5.1 Severability. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The invalidity of any provision of this Mortgage in any one jurisdiction shall not affect or impair in any manner the validity of such provision in any other jurisdiction.

SECTION 5.2 Notices. Unless otherwise specifically provided herein, any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied, telexed or sent by overnight courier service or United States mail and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy or telex, on the date of transmission if transmitted on a Business Day before 4:00 p.m. (Chicago time) or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two days after delivery to such courier properly addressed; or (d) if by U.S. mail, four Business Days after depositing in the U.S. mail, with postage prepaid and properly addressed.

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Notices shall be addressed as follows:

(a) If to Borrower: Industrial Coatings Group, Inc.
2141 South Jefferson Street
Chicago, Illinois 60616
Attention: John P. Clark
Telecopy: (312) 738-7333

with a copy to: Vedder, Price, Kaufman &
Kammholz
222 North LaSalle Street
Chicago, Illinois 60601
Attention: John R. Obiala, Esq.
Telecopy: (312) 609-5005

and a copy to: Apollo Advisors, L.P.
1301 Avenue of the Americas
38th Floor
New York, New York 10019
Attention: Edward Yorke
Telecopy: (212) 459-1301

and to: Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attention: James R. Looman, Esq.
Telecopy: (312) 853-7036

(b) If to Mortgagee: HELLER FINANCIAL, INC.
500 West Monroe Street
Chicago, Illinois 60661
Attn: Portfolio Manager
Portfolio Organization
Corporate Finance Group
Telecopy: (312) 441-7367

with a copy to: HELLER FINANCIAL, INC.
500 West Monroe Street
Chicago, Illinois 60661
Attn: Legal Department;
Portfolio Organization,
Corporate Finance Group
Telecopy: (312) 441-7367

or, in any case, to such other address as the party addressed shall have previously designated by written notice to the serving party given in accordance with this Section 5.2. A notice not given as provided above shall, if it is in writing, be deemed given if and when actually received by the party to whom given.

SECTION 5.3 Covenants to Run with the Land. All of the grants, covenants, terms, provisions and conditions in this

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Mortgage shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee.

SECTION 5.4 Captions; Gender and Number. The captions and section headings of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. All terms contained herein shall be construed, whenever the context of this Mortgage so requires, so that the singular shall be construed as the plural and so that the masculine shall be construed as the feminine.

SECTION 5.5 Limitation on Interest Payable. Notwithstanding any provision to the contrary contained in the Loan Documents, the Mortgagor shall not be required to pay and the Mortgagee shall not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for by a court of competent jurisdiction in the Loan Documents, then in such event (A) the provisions of this subparagraph shall govern and control; (B) neither the Mortgagor nor any guarantor or endorser shall be obligated to pay any Excess Interest; (C) any Excess Interest that the Mortgagee may have received hereunder shall be, at the Mortgagee's option, (1) applied as a credit against the outstanding principal balance of the Obligations or accrued and unpaid interest (not to exceed the maximum amount permitted by law), (2) refunded to the payor thereof, or (3) any combination of the foregoing; (D) the interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and the Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) neither Mortgagor nor any guarantor or endorser shall have any action against the Mortgagee for any damages arising out of the payment or collection of any Excess Interest.

SECTION 5.6 Indemnification; Reimbursement. Mortgagor shall reimburse Mortgagee and Lenders, upon demand, for all costs and expenses incurred by Mortgagee and Lenders in connection with the administration and enforcement of this Mortgage, and shall indemnify and hold harmless Mortgagee and Lenders, upon demand, from and against any and all losses, liability (including liabilities for penalties), actions, suits, proceedings, judgments, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and the allocated costs of staff counsel) incurred by Mortgagee or any Lender hereunder or in connection herewith, unless a court of competent jurisdiction shall determine such liability is properly due to the willful misconduct, gross negligence or bad faith of Mortgagee or such Lender, as the case may be. In the event Mortgagor shall fail to perform any act or thing which it has covenanted to do hereunder or any warranty on the part of Mortgagor contained herein shall be breached, Mortgagee

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may (but shall not be under obligation to) do the same or cause it to be done or remedy any such breach, and may expend its funds for such purpose. Any and all amounts so expended by Mortgagee shall be repayable to it by Mortgagor upon demand therefor, with interest at the Default Rate. If any action or proceeding is commenced to which action or proceeding Mortgagee or any Lender is made a party or in which it becomes necessary to defend or uphold the Lien of this Mortgage, Mortgagor shall, on demand, reimburse Mortgagee or such Lender, as the case may be, for all reasonable expenses (including, without limitation, reasonable attorneys' fees and the allocated costs of staff counsel) incurred by Mortgagee or such Lender in any such action or proceeding. In any action or proceeding to foreclose this Mortgage or to recover or collect the Obligations, the provisions of law relating to the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant. Mortgagor's obligations under this Section 5.6 shall survive the satisfaction of this Mortgage and the discharge of Mortgagor's other obligations hereunder. The provisions of this Section 5.6 shall not be construed in limitation of any other provision in any Loan Document.

SECTION 5.7 Choice of Law. The internal laws of the State of Illinois shall govern all matters hereunder, except that the internal laws of the state where the Premises are located shall govern the lien priority and validity of this Mortgage and procedures with respect to the enforcement thereof.

SECTION 5.8 No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by Mortgagee unless Mortgagee shall have consented to such merger in writing.

SECTION 5.9 Counterparts. This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same instrument.

SECTION 5.10 Changes in Writing. This Mortgage may not be modified, amended, discharged or waived in whole or in part except by an instrument in writing signed by (i) Mortgagor, to the extent any modification, amendment, discharge or waiver is sought to be enforced against Mortgagor, and (ii) Mortgagee, to the extent any modification, amendment, discharge or waiver is sought to be enforced against Mortgagee.

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Page 1

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

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

MORTGAGOR:

INDUSTRIAL COATINGS GROUP, INC., a Delaware corporation

By: _____

Its: President

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11/15/2011

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

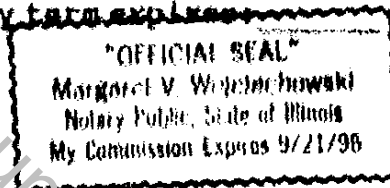
On this 23rd day of July, 1991, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared John P. Clark to me personally known, who, being by me duly sworn, did say that he is the President of Industrial Coatings Group, Inc., a Delaware corporation, that the instrument was signed 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.

Margaret V. Wojciechowski

Notary Public

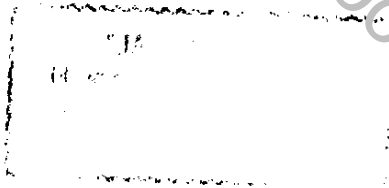
My term expires _____



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SCHEDULE A

PARCEL I:

LOTS 24 TO 31 IN O. M. DORMAN'S SUBDIVISION OF THAT PART SOUTH OF THE NORTHERN 3 ACRES OF LOT 2 IN BLOCK 37 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PERMANENT INDEX NUMBER: 17-21-325-001 THRU 008

PARCEL II:

LOT 3 IN BLOCK 37 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PERMANENT INDEX NUMBER: 17-21-331-001

PARCEL III:

LOT 13 (EXCEPT THE NORTH 16 FEET AND EXCEPT THE EAST 11 FEET THEREOF), LOT 16 (EXCEPT THE EAST 11 FEET THEREOF), LOTS 19 TO 22, 25 TO 28, 31 TO 34, 37 TO 40, 43 TO 46, 49 TO 52, 55 TO 58, AND 61 TO 64 AND ALL OF THE NORTH SOUTH 14 FEET VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 20, 21, 26, 27, 32, 33, 38, 39, 44, 45, 50, 51, 56, 57, 62 AND 63 AND EAST OF AND ADJOINING LOTS 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61 AND 64; ALSO LOT 53, LOT 59 (EXCEPT NORTH 20 FEET), LOT 60 AND LOT 65 ALL IN STINSON'S SUBDIVISION OF LOT 1 IN BLOCK 38 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

~~OUR TITLE TO THE SUBJECT PROPERTY HAS BEEN REGISTERED UNDER "AN ACT CONCERNING LAND TITLES", COMMONLY KNOWN AS THE TORRENS ACT.~~

(AFFECTS ONLY LOT 25)

PERMANENT INDEX NUMBERS: 17-21-323-003 THROUGH 013
17-21-323-029
17-21-323-030
17-21-323-039
17-21-322-037
17-21-322-039
17-21-322-040
17-21-322-041

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PARCEL IV:

THAT PART OF LOT 3 IN BLOCK 38 IN SAID CANAL TRUSTEES SUBDIVISION LYING NORTH OF THE WEST 21ST STREET AND EAST OF RUBLE STREET; AND THAT PART OF SAID LOT 3 LYING NORTH OF WEST 21ST STREET, WEST OF RUBLE STREET AND EAST OF THE NORTH AND SOUTH ALLEY BETWEEN UNION STREET AND RUBLE STREET (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID TRACT AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID ALLEY 90 FEET AND 9 5/8 INCHES TO THE NORTH LINE OF SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 32 FEET 7/8 INCHES; THENCE SOUTH TO A POINT IN THE SOUTH LINE OF SAID TRACT 32 FEET AND 5/8 INCHES EAST OF THE SOUTH WEST CORNER OF SAID TRACT AND THENCE WEST TO THE POINT OF BEGINNING);

PERMANENT INDEX NUMBERS: 17-21-322-020
17-21-321-030

PARCEL V:

LOTS 43, 44, 45, IN THE SUBDIVISION OF LOT 2 IN BLOCK 38 IN THE CANAL TRUSTEES SUBDIVISION OF THE WEST HALF AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PERMANENT INDEX NUMBER: 17-21-322-017
17-21-322-018
17-21-322-019

PARCEL VI:

LOTS 1, 2, 3, 4, 9, 10, 11 AND 12 (EXCEPT THE WEST 8 FEET THEREOF TAKEN FOR ALLEY) ON JOHN B. GEST'S SUBDIVISION OF THAT PART NORTH OF 21ST STREET OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO LOTS 1, 2, 3, 4, IN SUBDIVISION OF LOTS 5 TO 8, INCLUSIVE, IN JOHN B. GEST'S SUBDIVISION OF THAT PART NORTH OF 21ST STREET OF LOT 4 IN BLOCK 38 CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PERMANENT INDEX NUMBERS: 17-21-323-016
17-21-323-038
17-21-322-044

PARCEL VII:

THAT PART OF LOT 4 IN BLOCK 38 IN THE CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON A POINT ON THE EAST LINE OF SAID LOT 4 ON THE

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SOUTH LINE OF 21ST STREET AND RUNNING THENCE SOUTH ON THE WEST LINE OF JEFFERSON STREET 140 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF 21ST STREET 234 FEET AND 1 7/8 INCHES; THENCE NORTH PARALLEL WITH THE WEST LINE OF JEFFERSON STREET 140 FEET TO THE SOUTH LINE OF 21ST STREET; THENCE EAST TO THE POINT OF BEGINNING; (EXCEPT THEREFROM THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 4 (BEING THE WEST LINE OF VACATED SOUTH JEFFERSON STREET) 225.00 FEET NORTH OF THE NORTH LINE OF WEST 22ND STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET, A DISTANCE OF 233.96 FEET; THENCE NORTH 71.84 FEET TO A POINT 234.03 FEET WEST OF THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET, A DISTANCE OF 234.03 FEET TO A POINT ON THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET; THENCE SOUTH OF ALONG THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET, A DISTANCE OF 71.84 FEET TO THE POINT OF BEGINNING);

PARCEL VIII:

THAT PART OF LOT 4 IN BLOCK 38 IN THE CANAL TRUSTEES'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 4 (BEING THE WEST LINE OF VACATED SOUTH JEFFERSON STREET) 166.84 FEET NORTH OF WEST 22ND STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID 22ND STREET, A DISTANCE OF 234.03 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING WEST PARALLEL WITH THE NORTH LINE OF SAID WEST 22ND STREET A DISTANCE OF 129.71 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 199.78 FEET TO A POINT ON THE SOUTH LINE OF VACATED WEST 21ST STREET; THENCE EAST ALONG THE SOUTH LINE OF SAID VACATED WEST 21ST STREET, A DISTANCE OF 129.70 FEET TO A POINT 234.16 FEET WEST OF THE WEST LINE OF SAID VACATED SOUTH JEFFERSON STREET; THENCE SOUTH A DISTANCE OF 129.43 FEET TO THE POINT OF BEGINNING;

PERMANENT INDEX NUMBER: 17-21-330-007
(AFFECTS PARCELS VII & VIII AND OTHER LAND)

PARCEL IX:

THAT ALL THAT PART OF S. JEFFERSON STREET LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 3 IN BLOCK 37 AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 4 IN BLOCK 38 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SO MUCH OF THE SOUTH EAST 1/4 AS LIES WEST OF THE SOUTH BRANCH OF CHICAGO RIVER; LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 1 TO 4 BOTH INCLUSIVE, AND THE EAST LINE OF SAID LOT 4 PRODUCED SOUTH 60 FEET, IN JOHN B. GEST'S SUBDIVISION OF THAT PART NORTH OF 21ST STREET OF LOT 4 IN BLOCK 3E OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 27, 32, 33, 38, 39, 44, 45, 50, 51, 56, 57, 62, 63, IN SUBDIVISION OF LOT 1 IN

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BLOCK 38 OF CANAL TRUSTEES SUBDIVISION AFOREMENTIONED, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 24 TO 31, BOTH INCLUSIVE, AND THE WEST LINE OF SAID LOT 31 PRODUCED SOUTH 22.52 FEET AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF SAID LOT 24 PRODUCED WEST 66 FEET IN O.W. DORMAN'S SUBDIVISION OF PART OF BLOCK 37 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED AND LYING NORTHERLY OF AND ADJOINING A LINE DRAWN FROM THE SOUTHERLY CORNER OF LOT 3 IN BLOCK 37 TO ITS INTERSECTION WITH THE EAST LINE OF LOT 4 IN BLOCK 38 AND A LINE 14 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, IN CANAL TRUSTEES SUBDIVISION AFOREMENTIONED; ALL THAT PART OF WEST 21ST STREET OPENED BY CONDEMNATION PROCEEDINGS ORDINANCE PASSED BY THE CITY COUNCIL OCTOBER 27, 1879, ORDER OF POSSESSION MAY 21, 1886, SUPERIOR COURT GENERAL NO. 84295, BEING ALL THAT PART OF WEST 21ST STREET RUNNING THROUGH LOT 3 AND 4 IN BLOCK 38 OF CANAL TRUSTEES SUBDIVISION AFOREMENTIONED, LYING EAST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF SOUTH RUBLE STREET AS OPENED BY CONDEMNATION PROCEEDINGS, ORDINANCE PASSED BY THE CITY COUNCIL DECEMBER 6, 1880, ORDER OF POSSESSION APRIL 26, 1886 SUPERIOR COURT GENERAL NO. 77505; ALL THAT PART OF SOUTH DES PLAINES STREET LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 59, 60 AND 65 LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 58, 61 AND 64 AND LYING SOUTH OF AND ADJOINING THE COURT LINE OF THE NORTH 20 FEET OF SAID LOT 59 PRODUCED EAST 50 FEET IN SUBDIVISION OF LOT 1 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED TOGETHER WITH ALL THAT PART OF SAID SOUTH DES PLAINES STREET OPENED BY CONDEMNATION PROCEEDINGS, ORDINANCE PASSED BY THE CITY COUNCIL MARCH 9, 1885, ORDER OF POSSESSION JULY 3, 1888, SUPERIOR COURT GENERAL NO. 97099, BEING ALL THAT PART OF SAID S. DES PLAINES STREET LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 9 IN JOHN B. GEST'S SUBDIVISION AFOREMENTIONED AND LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 1 TO 4, BOTH INCLUSIVE, IN SUBDIVISION OF LOTS 5 TO 8, INCLUSIVE, IN JOHN B. GEST'S SUBDIVISION AFOREMENTIONED AND ALL THAT PART OF W. 20TH PLACE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 3 IN BLOCK 37 ON CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 31 AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID LOT 31 PRODUCED SOUTH 22.52 FEET IN O. M. DORMAN'S SUBDIVISION AFOREMENTIONED; ALSO ALL OF THE NORTH-SOUTH 8 FOOT PUBLIC ALLEY OPENED BY CONDEMNATION PROCEEDINGS ORDINANCE PASSED BY THE CITY COUNCIL MARCH 1, 1909 ORDER OF POSSESSION JANUARY 27, 1913 CIRCUIT COURT GENERAL NO. 29063; BEING THE WEST 8 FEET OF LOT 12 OF JOHN B. GEST'S SUBDIVISION AFOREMENTIONED; ALL THAT PART OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 43, 44, AND 45 IN SUBDIVISION OF LOT 2 IN BLOCK 38 OF CANAL TRUSTEE'S SUBDIVISION AFOREMENTIONED, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 59, 60, AND 65 AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE NORTH 20 FEET OF SAID LOT 59 PRODUCED WEST 16 FEET IN SUBDIVISION OF LOT 1 IN BLOCK 38 OF CANAL TRUSTEES' SUBDIVISION AFOREMENTIONED, AND PARTS OF PUBLIC STREET HEREBIN VACATED BEING FURTHER DESCRIBED AS ALL THAT PART OF S. JEFFERSON STREET LYING BETWEEN THE SOUTH LINE OF W. CULLERTON STREET EXTENDED WEST, AND A LINE DRAWN FROM THE INTERSECTION OF THE WESTERLY LINE OF S. LUMBER STREET AND THE EAST LINE OF S. JEFFERSON STREET TO THE INTERSECTION OF THE WEST LINE OF S. JEFFERSON STREET AS DOCUMENT (sic) THE NORTH LINE OF W. CERMAK ROAD; ALL THAT PART OF W. 21ST STREET LYING BETWEEN S. JEFFERSON STREET AND THE EAST LINE OF S. RUBLE STREET EXTENDED SOUTH; ALL THAT PART OF S. DES PLAINES STREET LYING BETWEEN W. 21ST STREET AND A LINE 160.79 FEET, MORE OR LESS, NORTH OF AND PARALLEL THERETO, AND ALL THAT PART OF W. 20TH

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PLACE LYING BETWEEN S. JEFFERSON STREET AND THE WEST LINE OF THE FIRST NORTH-SOUTH PUBLIC ALLEY EAST THEREOF EXTENDED SOUTH AND SAID PUBLIC ALLEY AND PARTS OF PUBLIC ALLEYS HEREBIN VACATED BEING FURTHER DESCRIBED AS ALL OF THE NORTH-SOUTH 8 FOOT PUBLIC ALLEY TOGETHER WITH ALL THAT PART OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING BETWEEN W. 21ST STREET AND A LINE 160.79 FEET, MORE OR LESS NORTH OF AND PARALLEL THERETO, IN THE BLOCK BOUNDED BY W. 21ST STREET, S. CANALPORT AVENUE, S. DES PLAINES STREET AND S. RUBLE STREET AND THE WEST 86.5 FEET MORE OR LESS, OF THE EAST-WEST PUBLIC ALLEY RUNNING EAST FROM S. DES PLAINES STREET IN THE BLOCK BOUNDED BY W. 21ST STREET, S. CANALPORT AVENUE, S. DES PLAINES STREET AND S. JEFFERSON STREET, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: INCLUDED WITHIN THOSE NUMBERS LISTED AT PARCELS I-VIII

COMMONLY KNOWN AS: 2141 South Jefferson Street
Chicago, Illinois

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PIN Nos:

| VOLUME | INDEX NUMBER |
|--------|--------------------|
| 600 | 17-21-321-01-0000 |
| 600 | 17-21-322-017-0000 |
| 600 | 17-21-322-018-0000 |
| 600 | 17-21-322-019-0000 |
| 600 | 17-21-322-020-0000 |
| 600 | 17-21-322-027-0000 |
| 600 | 17-21-322-029-0000 |
| 600 | 17-21-322-040-0000 |
| 600 | 17-21-322-041-0000 |
| 600 | 17-21-322-044-0000 |
| 600 | 17-21-323-003-0000 |
| 600 | 17-21-323-004-0000 |
| 600 | 17-21-323-005-0000 |
| 600 | 17-21-323-006-0000 |
| 600 | 17-21-323-007-0000 |
| 600 | 17-21-323-008-0000 |
| 600 | 17-21-323-009-0000 |
| 600 | 17-21-323-010-0000 |
| 600 | 17-21-323-011-0000 |
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| 600 | 17-21-323-014-0000 |
| 600 | 17-21-323-029-0000 |
| 600 | 17-21-323-030-0000 |
| 600 | 17-21-323-032-0000 |
| 600 | 17-21-323-039-0000 |
| 600 | 17-21-323-001-0000 |
| 600 | 17-21-323-002-0000 |
| 600 | 17-21-323-003-0000 |
| 600 | 17-21-323-004-0000 |
| 600 | 17-21-323-005-0000 |
| 600 | 17-21-323-006-0000 |
| 600 | 17-21-323-007-0000 |
| 600 | 17-21-323-008-0000 |
| 600 | 17-21-330-007-0000 |
| 600 | 17-21-331-001-0000 |

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