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REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagee: LA SALLE NORTHWEST NATIONAL BANK

Mortgagor: LA SALLE NATIONAL TRUST, N.A.

as Trustee under Trust Agreement dated July 6, 1993

and known as Trust Number 117919

and CHESTNUT STREET PARTNERS, an Illinois General Partnership

Date: July 28, 1993

74-50-624
74-50-625
74-50-626
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PREPARED BY AND AFTER
RECORDATION SHOULD BE
RETURNED TO:

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(312) 861-3700

(Handwritten signature)

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REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

THIS REAL ESTATE MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made and entered into as of July 28, 1993 by LA SALLE NATIONAL TRUST, N.A., as Trustee under Trust Agreement dated July 6, 1993 and known as Trust Number 117919 ("Trustee") and CHESTNUT STREET PARTNERS, an Illinois General Partnership ("Beneficiary") (Trustee and Beneficiary are hereinafter collectively referred to as "Mortgagor") to LA SALLE NORTHWEST NATIONAL BANK, a National Banking Corporation ("Mortgagee");

A. Recitals

1. Mortgagor is indebted to Mortgagee, as evidenced by a Mortgage Note ("Note")* of even date, in the aggregate principal sum of Six Million Two Hundred Fifty Thousand and no/100 (\$6,250,000.00) together with interest at an annual rate equal to the "Prime Rate" (as defined in the Note) plus one-half of one percent (1/2%) (which interest rate is subject to adjustment) both principal and interest of the Note being payable at the office of Mortgagee as more specifically set forth therein, and if not sooner as provided in the Note or in this Mortgage shall be due and payable on August 15, 1999 (the "Maturity Date"), unless extended as provided in the Note to August 15, 2003 (the "Extended Maturity Date").

2. Mortgagor and Mortgagee desire and intend that the Note be secured by (1) this Mortgage; (2) an Assignment of Rents and Leases of even date herewith assigning to Mortgagee all of Mortgagor's interest under any leases of the Premises (as defined below) or any part thereof ("Assignment"), (3) a Guaranty of Repayment, and (4) other documents and agreements. This Mortgage, the Assignment and all other documents and agreements given as security for the Note are referred to collectively as the "Security Documents" and singularly as "Security Document."

B. Granting Clause

To secure the payment of the principal, interest, and premium, if any, on the Note and to secure the performance by Mortgagor of each and every term, covenant, agreement and condition contained in the Note and the Security Documents, Mortgagor does hereby mortgage, convey and grant a security interest unto Mortgagee, its successors and assigns, forever, all and singular, the following described properties:

1. The real estate ("Land") comprising ten (10) different parcels described and set forth in Exhibit A which is attached to and hereby made a part of this Mortgage;

* THE NOTE, WHICH CONTAINS PROVISIONS FOR A CHANGE IN RATE OF INTEREST AND AN EXTENSION OF THE MATURITY DATE, IS INCORPORATED HEREIN BY REFERENCE.

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2. All right, title, and interest of Mortgagor, now or at any time hereafter existing, in and to all highways, roads, streets, alleys and other public thoroughfares, bordering on or adjacent to the Land, together with all right, title, and interest of Mortgagor to the Land lying within such highways, roads, streets, alleys and other public thoroughfares and all heretofore or hereafter vacated highways, roads, streets, alleys and public thoroughfares and all strips and gores adjoining or within the Land or any part thereof;
3. All buildings, structures, improvements, plants, works, and fixtures now or at any time hereafter located on the Land and, without any further act, all articles of personal property now or hereafter owned by Mortgagor used in connection with the Land including, without limitation, all furniture, furnishings, apparatus, machinery, motors and other furnishings, all extensions, additions, betterments, substitutions, and replacements thereof;
4. All rights, privileges, permits, licenses, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any wise appertaining to the Land or to any property now or at any time hereafter comprising a part of the property subject to this Mortgage; and all right, title and interest of Mortgagor, whether now or at any time hereafter existing, in all reversions and remainder to the Land and such other property, and all rents, income, issues, profits, royalties, and revenues derived from or belonging to such Land and other property subject to this Mortgage or any part thereof;
5. Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Land and other property and interests subject to this Mortgage into cash or liquidated claims, including without limitation by reason of specification, proceeds of insurance and condemnation awards;
6. All building materials and goods owned by Mortgagor which are procured or to be procured for use in or in connection with the Premises or the construction of additional Premises, whether or not such materials and goods have been delivered to the Premises;
7. To the extent owned by Mortgagor, all plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports, examinations or analyses of the Premises, contracts for services to be rendered to Mortgagor or otherwise in connection with the Premises and all other property, contracts, reports, proposals and other materials in any way relating to the Premises or the construction of additions to the Premises;
8. (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto; including, but not limited to: (ii) all compensation, awards, damages, claims, rights of action and proceeds of, or on account of (1) any damage or taking, pursuant to the power of eminent domain, of the Premises or any part thereof, (2) any damage to the Premises by reason of the taking, pursuant to the power of eminent domain, of other property or a portion of the Premises, or (3) the alteration of the grade of any street or

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highway on or about the Premises or any part thereof; and (iii) all proceeds of any sales or other dispositions of the Premises or any part thereof;

9. All contract rights, general intangibles, actions and rights in action, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Premises;

10. All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Premises;

11. Any and all after-acquired right, title or interest in and to any of the property described in this Granting Clause; and

12. The proceeds from the sale, transfer, pledge or other disposition of any or all of the foregoing property.

13. All other personal property identified in Exhibit B set forth hereto.

Any reference herein to the "Premises" shall be deemed to apply to the above-described Land and other property and items covered by this Granting Clause, unless the context shall require otherwise. Any reference herein to the "Collateral" shall be deemed to apply to personalty located on the Premises.

C. Representations and Warranties.

Trustee hereby represents and Beneficiary hereby represents and warrants to and covenants with Mortgagee, its successors and assigns, that:

1. Mortgagor has good and indefeasible title to the Premises in fee simple, free and clear of all liens, charges, and encumbrances whatever except the Permitted Encumbrances, if any, set forth on Exhibit C hereto;

2. Mortgagor has the full right and authority to execute and deliver to Mortgagee the Note and the Security Documents;

3. Mortgagor has taken all action required by law or otherwise necessary to make the Note and Security Documents the valid, binding, and legal obligations of Mortgagor;

4. The lien and security interest created by this Mortgage are and will be kept a first lien and security interest upon the Premises, except for the Permitted Encumbrances, if any, set forth on Exhibit C hereto, and Mortgagor will forever warrant and defend the same to Mortgagee, its successors and assigns, against any and all claims and demands whatever; and

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5. Ownership of the beneficial interest in the trust of which Mortgagor is trustee by, and the power of direction thereunder being vested in, the entity holding such ownership ("Beneficial Owner") as of the date of this Mortgage and for as long as the indebtedness secured hereby remains unpaid has been a material consideration to Mortgagee in extending the credit to Mortgagor evidenced by the Note. Accordingly, Mortgagor, and by directing Mortgagor to execute this Mortgage the Beneficial Owner, each represent and agree that except as provided in paragraph 1.3 (Dispositions) hereunder, the Beneficial Owner shall not, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest or power of direction, or the rents, issues, or profits from the Premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, and shall not contract to do any of the foregoing. Mortgagor shall give Mortgagee prior written notice of any such proposed transfer or assignment which requires Mortgagee's consent, as aforesaid, and shall furnish to Mortgagee such information concerning the proposed transaction and proposed transferee as Mortgagee may reasonably request.

Provided always, and upon the express condition that if all of the principal, interest and premium, if any, on the Note shall be paid and discharged in accordance with the terms and conditions therein contained, and if all other agreements and obligations of Mortgagor under the Note, the Security Documents, and all other agreements between Mortgagor and Mortgagee whether now or at any time hereafter existing, shall be discharged in accordance with the terms and conditions therein and herein expressed, then these presents to be void, otherwise this Mortgage to remain in full force and effect and provided further that the maximum aggregate amount secured by this Mortgage including principal, interest, future advances, if any, and all other sums herein provided for (whether now or hereinafter owed), is Ten Million and no/100 Dollars (\$10,000,000.00).

ARTICLE I

COVENANTS OF MORTGAGOR

Mortgagor does hereby covenant and agree with Mortgagee, its successors and assigns, as follows:

1.1 Payment. Mortgagor shall duly and punctually pay the principal, interest, and premium, if any, on the Note hereby secured, when and as the same shall become due and payable in accordance with the terms thereof, and shall duly and punctually perform and observe all of the terms, covenants, and conditions to be performed or observed by Mortgagor in the Note and the Security Documents.

1.2 Security. All of the Premises shall stand as security for the Note and for the performance or observance by Mortgagor of the terms, covenants, and agreements to be performed or observed by Mortgagor in the Note, the Security Documents, and all other agreements between Mortgagor and Mortgagee whether now or at any time hereafter existing, and the lien and security interest hereof, subject only to the exceptions herein

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noted, is and shall be a valid and continuing first lien and security interest upon all of the Premises. From time to time upon the request by Mortgagee, Mortgagor shall, at its expense, execute and deliver such supplemental mortgages, security agreements, additional assignments of leases and any further conveyances and instruments as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, continue and preserve the lien and security interest created by this Mortgage and the Security Documents and the priority thereof upon all the Premises and to make subject to the lien hereof any property hereafter to be subjected to the lien of this Mortgage.

1.3 Negative Covenants. So long as any indebtedness secured hereby remains unpaid, Mortgagor covenants and agrees with Mortgagee that it will not, directly or indirectly, without the prior written consent of Mortgagee:

Liens. Create, permit to exist, or assume any mortgage, pledge, or other lien or encumbrance upon the Premises or any part thereof or any interest therein other than (1) the Mortgage lien and security interest of Mortgagee created by the Security Documents; and (2) the Permitted Encumbrances, if any, set forth in Exhibit C hereto, or

Dispositions. Sell, transfer, convey, or otherwise dispose of in any manner, whether voluntarily or involuntarily, by operation of the law or otherwise, the Premises or any part thereof or any interest therein or enter into any agreement to do any of the foregoing, except pursuant to Section 3.1 herein. For purposes of this subparagraph, sale of the Premises shall include (but not be limited to) (1) any termination of existence of any corporate Mortgagor or partnership Mortgagor, (2) any grant of an option to purchase, (3) an installment sales contract or land contract, or (4) any transfer or other alteration in any interest which any person or entity holds in Mortgagor or in any entity which holds an interest in Mortgagor, including (i) any transfer of the controlling shares of any corporate Mortgagor (except a corporate trustee), (ii) any transfer or alteration of any general partnership interest of any partnership Mortgagor, (iii) in the event of a corporate trustee, any transfer or alteration of any shares or general partnership interest of any Beneficial Owner, or (iv) any transfer or alteration of any shares or general partnership interests of any person or entity which has any interest in Beneficial Owner except the following transfers are permitted upon written consent from Mortgagee, which consent shall not be unreasonably withheld, and upon the payment by Mortgagor of all fees and expenses incurred by Mortgagee or its counsel related to the transfer and upon delivery to Mortgagee of all documents required by Mortgagee to maintain all of Mortgagee's security under any Security Documents or other security related to the Note: (i) transfers resulting from the death or incapacity of any General Partner of Beneficiary (ii) transfers by any General Partner of Beneficiary to a parent, spouse, sibling or child of the transferring person for estate or tax planning purposes, (iii) transfers by any General Partner of Beneficiary resulting from a bona fide sale of such partnership interest provided: (a) the new partner(s) becomes a General Partner of Beneficiary, (b) the new partners agree to become guarantors of the Loan, (c) such

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new partners have a similar financial wherewithal as the existing partners and (d) the existing partners continue to own at least ten percent (10%) of Beneficiary (unless their interest purchased was less than ten percent (10%).

1.4 Affirmative Covenants. So long as all or any part of the principal, interest, premium, or any other amount is due Mortgagee under the Note, any of the Security Documents or any other agreement between Mortgagor and Mortgagee whether now or at any time hereafter existing, remains outstanding and unpaid, Mortgagor hereby further covenants and agrees that it shall:

Property Taxes. Pay and discharge all taxes, assessments and governmental charges of every character lawfully imposed upon the Premises, and Mortgagor shall not suffer any of the Premises to be sold or forfeited for any tax, special assessment, governmental charge or claim whatsoever. Promptly following payment of taxes, assessments and governmental impositions upon the Premises, Mortgagor shall deliver to Mortgagee a copy of the bill therefor showing payment thereof.

Liens. Pay and discharge all claims for labor, materials, or supplies, which if unpaid, might by law become a lien or charge against the Premises.

Mortgage Taxes. Pay and discharge all taxes, assessments, and governmental charges of every character whatever that may be levied upon or on account of this Mortgage or the indebtedness secured hereby whether levied against Mortgagor or otherwise. In the event payment by Mortgagor of any tax, assessment or charge referred to in the foregoing sentence would result in the payment of interest in excess of the rate permitted by law then Mortgagee may, at its option, (i) declare the entire principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable within ninety (90) days following written notice (and such repayment shall be without payment of prepayment premium if paid voluntarily within such ninety (90) day period), or (ii) pay that amount or portion of such tax, assessment or governmental charge as renders payment of the balance thereof by Mortgagor not in excess of the interest rate permitted by law, in which event the Mortgagor shall pay the balance of such tax, assessment or governmental charge.

Deposits. Pay to the Mortgagee monthly, in addition to each payment required under the Note, a sum equivalent to one-twelfth (1/12) of the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay, at least ninety (90) days before they become due, all taxes, assessments and other similar charges levied against the Premises. Mortgagee shall not be required to hold such sums in segregated accounts. Interest shall be payable by Mortgagee to Mortgagor with respect to any amounts paid by Mortgagor pursuant to this subparagraph at money market rates as designated by Mortgagee. Upon demand by Mortgagee, Mortgagor shall deliver and pay over to Mortgagee such additional sums as are necessary to satisfy any deficiency in the amount necessary to enable Mortgagee to fully pay any of the items hereinabove mentioned before the same become due. If an Event of

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Default occurs, Mortgagee may apply against the indebtedness secured hereby, in such manner as Mortgagee may determine, any funds of Mortgagor then held by Mortgagee under this subparagraph. In the event of a sale of the Premises, any funds on deposit with Mortgagee automatically, and without the necessity of further notice or written assignment, shall be transferred and held thereafter for the account of the new owner to be applied in accordance with this paragraph; provided, however, no sale of the Premises shall be made subject to this Mortgage without Mortgagor first obtaining the prior written consent of Mortgagee as herein required.

Maintenance, Waste, Use. Maintain, preserve, and keep the Premises and all parts thereof, in reasonably good repair, working order and condition, and from time to time make all needful and proper repairs, renewals and replacements thereto so as at all times to maintain the efficiency thereof. Mortgagor shall abstain from and will not suffer the commission of waste on the Premises and will promptly notify Mortgagee in writing of the occurrence of any loss or damage to the Premises. Mortgagor shall not materially alter the buildings, improvements, fixtures, equipment, machinery or other property now or hereafter upon the land comprising the Premises, or remove the same therefrom, or permit any tenant or other person to do so, without the written consent of Mortgagee. Mortgagor will, at its sole cost and expense, promptly remove or cause the removal of, any and all hazardous or toxic substances or wastes or solid wastes or the effects thereof at any time identified as being on, in, under, or affecting the Premises which in the sole and absolute judgment of Mortgagee lessens the value of the Premises. Mortgagor will not permit any portion of the Premises to be used for any unlawful purpose or for any purpose other than that for which the same is now being used or intended to be used, as represented in writing by Mortgagor to Mortgagee. Mortgagor will comply promptly with all laws, statutes, ordinances, regulations, rules and orders of all public authorities having jurisdiction thereof and with all covenants, agreements and restrictions relating to the Premises or the use, occupancy and maintenance thereof. Mortgagee shall have the right at any time, and from time to time, to enter the Premises for the purpose of inspecting the same, subject, however to the rights of any tenants of the Premises. Nonpayment of any taxes, assessments or other governmental charges levied or assessed upon the Premises, or any part thereof, shall constitute waste.

Survey of Independent Inspector. Allow the Mortgagee, at any time and from time to time, to engage an independent inspector to survey the adequacy of the maintenance of the Premises. If found to be inadequate, such inspector shall determine the estimated cost of such repairs and replacements necessary to protect and preserve the rentability and useability of the said Premises. In such event, at the option of the Mortgagee and within fifteen (15) days after written demand therefor, a sum equal to the amount of such estimated cost shall thereupon become due and payable by Mortgagor to be applied upon the indebtedness unless within such period the Mortgagor, at its own cost and expense, shall have completed or shall have commenced and thereafter with diligence, completes such repairs and replacements. In such event, the Mortgagor shall also reimburse the Mortgagee the cost of such

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survey, the same being secured hereby. If the survey determines such maintenance to be adequate, then the cost therefor shall be at the expense of the Mortgagee.

Conduct of Business. Do or cause to be done all things necessary to preserve and keep in full force and effect its partnership existence and all licenses, rights, and privileges necessary for the conduct of its business and comply with all valid and applicable statutes, laws, rules, and regulations.

Insurance. Mortgagor shall keep the Premises insured against loss or damage by fire, tornado, windstorm, flood and extended coverage perils and such other hazards as may reasonably be required by Mortgagee in the amount of full replacement cost, without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Mortgagee such protection is necessary and is available from any agency of the United States of America. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require in the minimum amount of One Million and no/100 Dollars (\$1,000,000.00). Mortgagor shall also procure and keep in force with responsible insurers, insurance in such amounts as may be determined by Mortgagee to cover loss, total or partial, of rentals and other revenues derived from the Premises for a period of at least twelve (12) months as required by Mortgagee in the minimum amount of the total annual gross revenues derived from the Premises. All policies of insurance to be furnished hereunder shall be in forms and amounts satisfactory to Mortgagee, with A-, A or A+ rated companies that have a financial size of X or better as shown in a current *Best's Key Rating Guide* (or comparable guide book acceptable for Mortgagee if *Best's* should become unavailable), with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Mortgagee, and in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their respective dates of expiration. In the event of any loss for less than \$50,000.00 which is covered by such insurance, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor shall use the insurance proceeds to repair and restore the improvements in which event Mortgagor shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby. In the event of any loss for \$50,000.00 or more which is covered by such insurance, and if (a) there is projected gross annual income from the leases remaining in full force and effect after such damage or destruction to equal to one hundred twenty percent (120%) of the sum of the annual principal and interest payments of the Note, the annual taxes and assessments and the insurance premiums, (b) during the period of repair, there is sufficient rental income including rental abatement insurance which is sufficient to pay scheduled principal and interest payments on the Note and

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sufficient to comply with the other provisions of this section, (c) the insurance proceeds are insufficient to pay off the outstanding balance of the Note, (d) restoration and repair is reasonably estimated to be concluded at least three (3) months prior to the maturity of the Note or at least three (3) months prior to any date the Note may be called due and payable, (e) the insurers do not deny liability as to the insureds, and (f) there is no breach or default under the terms of this Note or the Security Documents, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said Premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve. If the estimated cost of the work exceeds Fifty Thousand Dollars (\$50,000) Mortgagee shall also be furnished with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the amount of such insurance proceeds is insufficient to cover the cost of building or restoration, Mortgagor shall pay such cost in excess of the insurance proceeds before being entitled to any reimbursement out of the insurance proceeds. Any surplus which may remain out of the insurance proceeds after payment of such cost of repair or rebuilding shall, at the option of Mortgagee, be applied on account of the indebtedness (whether then due or not) secured hereby. In the event Mortgagor is not entitled to reimbursement out of such proceeds, then, at the option of the Mortgagee, such proceeds shall be applied without prepayment premium in payment or reduction of the indebtedness secured hereby, whether due or not.

Adjustment of Losses with Insurer and Application of Proceeds of Insurance.

Give immediate notice to Mortgagee in the event of any loss or damage covered by insurance required to be carried hereunder. Mortgagee may thereupon make proof of such loss or damage, if the same is not promptly made by Mortgagor. All proceeds of insurance, in the event of such loss or damage, shall be payable to Mortgagee and any affected insurance company is authorized and directed to make payment thereof directly to Mortgagee. Mortgagee is authorized and empowered to settle, adjust, or compromise any claims for loss, damage, or destruction, under any such policy or policies of insurance. Mortgagee shall give prompt written notice to Mortgagor of any such adjustment or compromise. The power granted hereby shall be deemed to be coupled with an interest and to be irrevocable.

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Financial Statements. Deliver without expense to Mortgagee, within ninety (90) days after the end of each fiscal year, copies of a detailed statement of income and expenses of the Premises containing a balance sheet as at the close of such fiscal year and an income statement for such fiscal year, which shall be in the form and contain information of the type customary in businesses of the kind conducted by Mortgagor and shall be prepared in accordance with sound and recognized accounting principles consistently applied throughout the periods involved, and shall be in reasonable detail and be certified by Beneficiary, or at Mortgagee's option and by an independent certified public accountant of recognized standing. Beneficiary shall cause similar financial statements to be furnished to Mortgagee for Beneficiary, and all guarantors of the Loan. Mortgagor shall deliver to Mortgagee, with reasonable promptness, such other data and information as Mortgagee may reasonably request. There shall be imposed on Mortgagor a late charge of Five Hundred Dollars (\$500.00) for Mortgagor's failure to timely deliver to Mortgagee such financial statements or other data requested by Mortgagee. Failure to deliver financial statements or other data for thirty (30) days following written notice shall constitute an Event of Default.

Payment of Obligations. Pay all sums, the failure to pay which may result in the imposition of a lien, charge or encumbrance on all or any portion of the Premises or which may result in conferring upon a tenant of any part of the Premises a right to recover such sums as prepaid rent or to deduct such sums from future rental payments.

Operation of Premises. At all times operate the Premises in a sound and efficient manner and not acquire any fixtures, equipment, furnishings or other property covered, or intended to be covered, by the Security Documents subject to any lien, charge or encumbrance taking precedence over the lien of this Mortgage.

Further Instruments. Execute, acknowledge, deliver, and cause to be recorded or filed in the manner and place required by any present or future law any instrument that may be requested by Mortgagee, to publish notice, protect or continue the lien of the Security Documents or the interest of Mortgagee in the Premises, and Mortgagor will pay or cause to be paid (i) all filing and recording taxes and fees incident to each filing and recording, (ii) all expenses incurred by Mortgagee in connection with the preparation, execution, and acknowledgement of all such instruments, other taxes, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of such instruments.

Compliance with Agreements. Perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Mortgagor under the Note, the Security Documents and all other agreements now or at any time hereafter existing between Mortgagor and Mortgagee.

Lease Deposits. Hold in trust, in a manner approved by Mortgagee, all sums received by Mortgagor from any firm, corporation, person, or persons as security for

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the performance of the terms, covenants, or conditions contained in any lease or agreement for the use or occupancy of the Premises or any part thereof.

Compliance with Leases. Promptly observe and perform all covenants, conditions, and agreements contained in any lease or leases or other agreements now or hereafter affecting or relating to the Premises, or any portion thereof, on the part of the Mortgagor to be observed and performed; enforce the observance and performance of all covenants, conditions, and agreements by other parties to such leases and agreements; not accept any prepayment of rent or any installments of rent under such leases for more than one (1) month in advance; furnish to Mortgagee a copy of such lease or agreement, forthwith upon its execution; and do or cause to be done all things necessary to preserve, intact and unencumbered, any and all easements, appurtenances, and other interests and rights in favor of or constituting any portion of the Premises. It is understood and agreed that all rents deriving from or arising from the Premises received by Mortgagor are to be held by Mortgagor as a trust fund to be used first for payments required and due under the Note and legitimate operating expenses of the Premises and any excess may be retained by Mortgagor.

Restoration. If any of the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty or by taking in condemnation proceedings or the exercise of any right of eminent domain, then promptly restore, replace, or rebuild the same to as nearly as possible the value, quality, and condition, they were in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by Mortgagee.

Property Management. Any management company involved with the management of the Premises and any management contracts relating to the Premises (and any amendments thereto) must be acceptable to Mortgagee in its sole discretion. As of the date hereof management of the Premises is provided by DNIC Management, Inc., which is acceptable to Mortgagee. Any management agreement shall be subordinate to Mortgagee's rights under the Note and Security Documents, and the management agreements shall so provide.

1.5 **Anti-forfeiture.** Mortgagor hereby represents and warrants to Mortgagee that there has not been committed by Mortgagor or any other person involved with the Premises any act or omission affording the federal government or any state or local government the right of forfeiture as against the Premises or any part thereof or any monies paid in performance of Mortgagor's obligations under the Note or under any of the other Security Documents. Mortgagor hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. In furtherance thereof, Mortgagor hereby indemnifies Mortgagee and agrees to defend and hold Mortgagee harmless from and against any loss, damage or injury by reason of the breach of the covenants and agreements or the warranties and representations set forth in this Section 1.5. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of

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proceedings against Mortgagor, Mortgagee or all or any part of the Premises under any federal or state law for which forfeiture of the Premises or any part thereof or of any monies paid in performance of Mortgagor's obligations under the Security Documents is a potential result, shall, at the election of Mortgagee, constitute an event of default hereunder without notice or opportunity to cure.

1.6 Americans with Disabilities Act. Mortgagor hereby represents to Mortgagee that the Premises are in full compliance with the Americans with Disabilities Act (the "AD Act"), or if not in full compliance, Mortgagor will following written notice to and with due diligence promptly comply. Mortgagor hereby covenants and agrees not to permit, commit or suffer to exist any condition which might result in a violation to the AD Act, and if any such condition should occur to immediately remedy any such condition. Mortgagor hereby indemnifies and agrees to defend and hold Mortgagee harmless from and against any loss, cost or damage by reason of the breach of the covenants, agreements and indemnities set forth in this Section 1.6.

1.7 Self-help by Mortgagee. If Mortgagor shall fail to comply with any of the terms, covenants, and agreements contained herein or in the Note or any of the Security Documents, then Mortgagee may (but shall not be obligated to do so) without further demand upon Mortgagor and without waiving or releasing Mortgagor from any such obligation, remedy such default for the account of Mortgagor. Mortgagor agrees to repay, upon demand by Mortgagee, all sums advanced by Mortgagee to remedy such default, together with interest at the rate at which interest accrues on amounts due under the Note after the same become due. All such sums, together with interest as aforesaid, shall become additional indebtedness secured by the Mortgage. No such payment by Mortgagee shall be deemed to relieve Mortgagor from any default hereunder.

1.8 Self-help by Mortgagee-Taxes. Mortgagee is hereby authorized, in the place and stead of Mortgagor, relating to taxes, assessments, water rents and charges, sewer rents and charges and other governmental or municipal charges, fines, impositions or liens asserted against the Premises to make such payments according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or relating to any apparent or threatened adverse title lien, statement of lien, encumbrance, claim or charge, Mortgagee, acting reasonably, shall be the sole judge of the legality or validity of same, or otherwise relating to any purpose herein and hereby authorized, but not enumerated in this Section, Mortgagee may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument.

ARTICLE II

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EVENTS OF DEFAULT: REMEDIES

2.1 Events of Default: Acceleration. If any one or more of the following events (hereinafter defined and designated as "Events of Default") shall occur:

- (a) an Event of Default as defined in the Note;
- (b) failure of Mortgagor in the payment of all or any other sum under this Mortgage or in any other agreement between Mortgagor and Mortgagee, whether now or at any time hereafter existing, when the same shall become due and payable as therein expressed; or
- (c) any warranty or representation made by Mortgagor in the Note, this Mortgage, or in any statement or certificate furnished pursuant to any of the foregoing, shall be false, misleading or inaccurate; or
- (d) failure of Mortgagor in the due observance or performance of any other covenant, condition, or agreement on the part of Mortgagor to be observed or performed pursuant to the provisions of the Note, the Security Documents, or in any other agreement between Mortgagor and Mortgagee, whether now or at any time hereafter existing and such failure is not cured by the performance so required, and the remediation of any consequences the delay in such performance may have caused, within fifteen (15) days after notice of such failure is given to Mortgagor, provided, however, any failure shall be deemed an Event of Default upon the occurrence thereof (for which no notice shall be required and no cure period shall be available to Mortgagor) if such failure (i) is the third to occur within any period of twelve (12) consecutive months (and notice of the first two failures has been sent to Mortgagor), regardless of whether the same or different failures are involved and notwithstanding that Mortgagor may have cured within any applicable cure period any previous failures occurring within such twelve (12) month period, or (ii) in the reasonable discretion of Mortgagee, constitutes or creates a clear and present emergency or threat to property described in this Mortgage or the lien or security interest created in any of the Security Documents. In the event the fifteen (15) day cure period applies to a failure under this subparagraph (d) and such failure cannot, in the sole discretion of Mortgagee, reasonably be cured within said fifteen (15) day period Mortgage shall have an additional thirty (30) days to cure such failure so long as Mortgagor is diligently pursuing said cure. In no event shall the cure period exceed the total of forty-five (45) days;
- (e) failure of Mortgagor to maintain a "Debt Service Coverage Ratio" (as that term is hereinafter defined) of 1.20 or higher for the Premises. As used herein, the term "Debt Service Coverage Ratio" shall mean the quotient derived when "Net Operating Income" (as that term is hereinafter defined) is divided by the then applicable "Debt Service Payment" (as that term is hereinafter defined). At Mortgagee's request, Mortgagor shall furnish such evidence including without

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limitation, certified reports, statements and photocopies of leases, in form and substance reasonably satisfactory to Mortgagee, as Mortgagee shall require to verify Mortgagor's compliance with the foregoing requirement. As used herein, the term "Net Operating Income" for any period of time shall mean and include: (A) the total of all of Mortgagor's operating gross receipts derived during that period from any and all sources and in any way, manner or respect relating to and/or arising from the Premises and/or the operation thereof (including, but not limited to, rental and leasehold income, expense reimbursements, service income, parking income, concession income and other operating income) adjusted by deducting (B) the following normal and customary operating and maintenance expenses attributable to the Premises to the extent that they are directly related to the Premises and/or the operation thereof and to the includable gross receipts described above and paid by Mortgagor to independent third parties and arms length transactions during the period of time under the consideration, including and limited to, costs of ordinary and necessary repair and maintenance, costs of cleaning and janitorial service and supplies, management fees not in excess of the lesser of five percent (5%) of the gross rental receipts or the then current market rate for the management of property equivalent to the Premises, costs of the utilities, real estate taxes and insurance premiums, but excluding, depreciation, partnership or corporate distributions, capital expenditures, state, local or federal income taxes and payments of principal and/or interest made by Mortgagor to Mortgagee relating to the Loan or to any other lender relating to any other loan. As used herein, the term "Debt Service Payment" for any period of time, shall mean interest and principal payable to Mortgagee pursuant to the terms of the Note other than principal and interest due on the Maturity Date, the Extended Maturity Date or on the date of acceleration of the Note;

(f) any judgment shall be recovered against Mortgagor or any attachment or other court process shall issue, which shall become or create a lien upon the Premises or any part thereof and such judgment, attachment or other court process shall not be discharged or effectively secured or execution thereon stayed within sixty (60) days from the entry thereof; or

(g) with respect to Mortgagor or any Guarantor:

(i) the filing by any of them of any proceedings for adjudication as a bankrupt for any other relief pursuant to the bankruptcy or insolvency laws of the United States or of any State; or

(ii) the filing of any proceedings against Mortgagor or any Guarantor for adjudication as a bankrupt for any other relief under the bankruptcy or insolvency laws of the United States or of any State, and (aa) the filing of an answer admitting insolvency or inability to pay its debts, or (bb) the failure to obtain a dismissal of such proceeding or a stay thereof within sixty (60) days after filing of same; or

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(iii) the adjudication of Mortgagor or any Guarantor as a bankrupt or insolvent under any of said laws; or

(iv) the attachment, seizure, levy upon or taking of possession by any receiver, custodian or assignee for the benefit of creditors of a substantial part of any property of Mortgagor or any Guarantor;

(h) A material adverse change in the financial condition of Mortgagor or any Guarantor should occur;

then and in any such case, Mortgagee may, by written notice to Mortgagor, declare the then outstanding principal of the Note to be forthwith due and payable, and upon such declaration, the principal, together with interest accrued thereon and to the extent permitted by law, any premium which is then payable on the Note upon a prepayment of principal, shall become due and payable forthwith at the place of payment specified in the Note, anything in this Mortgage or in the Note to the contrary notwithstanding. In addition, Mortgagee may proceed to protect and enforce its rights under the Note, and/or any of the Security Documents, by foreclosure proceedings as against all or any part of the Premises, without regard to the situs of such property, by either suit in equity, action at law, or other appropriate proceedings, including actions for the specific performance of any covenant or agreement contained in this Mortgage or in the Note or in aid of the exercise of any power granted in this Mortgage or in the Note or in any of the Security Documents, or may proceed in any other manner to enforce the payment of the Note and any other legal or equitable right of Mortgagee and of the legal holder of the Note.

2.2 Receiver. It is expressly understood and agreed by Mortgagor that, at any time after an Event of Default (but following any applicable period of grace), Mortgagee shall be entitled to as a matter of right, without notice and without giving bond to Mortgagor, or anyone claiming under it, without regard to the solvency or insolvency of Mortgagor or any person liable for any indebtedness hereby secured or to the value of the Premises or occupancy hereof as a homestead, to have itself appointed as a mortgagee in possession or to have a receiver appointed of all or any part of the Premises and of the earnings, income, rents, issues, and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer, and Mortgagor does hereby irrevocably consent to such appointment.

2.3 Possession by Mortgagee. Upon the happening of an Event of Default (but following any applicable period of grace), then and in every such case Mortgagee, either itself or by its agents or attorneys, may, in its discretion, enter upon and take possession of the Premises, or any part or parts thereof, and may exclude Mortgagor and its agents and employees wholly therefrom, and having and holding the same, Mortgagee may use, operate, manage, and control the Premises or any part thereof, and conduct the business thereof, either personally or by superintendents, managers, agents, employees and attorneys, and from time to time, by purchase, repair or construction, may maintain and restore and may insure and keep insured, the buildings, structures, improvements, fixtures, and other

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property, real and personal, comprising the Premises. After paying the expense of operating the Premises, including a reasonable commission, Mortgagee shall apply the moneys arising therefrom to the amount then due on the Note.

2.4 Sale by Mortgagee. Upon the happening of an Event of Default (but following any applicable period of grace), then and in every such case Mortgagee, in its discretion may, with or without entry, personally or by attorney, sell to the highest bidder all or any part of the Premises, and all right, title, interest, claim and demand therein in one lot as an entirety, or in separate lots, as Mortgagee may elect, and in one sale or in any number of separate sales, held at one time or at any number of times, which sale or sales shall be made at public auction at such place in the county in which the Premises to be sold are situated, and at such time and upon such terms as may be fixed by Mortgagee and briefly specified in the notice of such sale or sales. Any sale by Mortgagee may nevertheless, at its option, be made at such other place or places, and in such other manner, as may now or hereafter be authorized by law. Notice of any sale by Mortgagee pursuant to the provisions hereof shall state the time and place when and where the same is to be made and shall contain a brief general description of the property to be sold and shall be sufficiently given if given in the manner provided by law. Upon completion of any sale or sales, as specified above, Mortgagee shall transfer and deliver, or cause to be transferred and delivered, to the accepted purchaser or purchasers, the property so sold, and, to the extent permitted by law, Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that its said attorney-in-fact shall lawfully do by virtue hereof.

2.5 Sale of Premises. Any real estate or any interest or estate therein sold pursuant to any court order or decree obtained pursuant to the Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect, to the maximum extent permitted by the laws of the state in which the premises are situated.

2.6 Purchase by Mortgagee. In the case of any sale of the Premises pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Mortgagee, its successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for interest accrued and unpaid thereon, together with all other sums, with interests, advanced and unpaid hereunder, in order that there may be credited as paid on the purchase price the sum then due under the Note including principal and interest thereon and all other sums with interest, advanced and unpaid hereunder. Specifically, but not as a limitation, on foreclosure of this Mortgage there shall be included in the computation of the amount due the amount of a reasonable fee for legal services rendered to the Mortgagee in connection with in the foreclosure proceedings and other collection efforts, including the reasonable

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costs of an environmental audit of the Premises, an engineering report, as well as costs of title evidence, appraisals, and all disbursements, allowances, and costs provided by law.

2.7 Payment of Indebtedness and Other Expenses. In any case in which Mortgagee has the right to sell the Premises or to institute foreclosure proceedings, Mortgagor agrees to pay to the holder of the Note the whole amount then due and payable thereon for interest and principal and, to the extent permitted by law, premium, if any, with interest on overdue principal and interest at the rate specified in the note from the date the same become payable whether by lapse of time, acceleration or otherwise. In the event Mortgagee commences any proceeding to foreclose this Mortgage or any other suit in equity, action at law or other appropriate proceeding to enforce its rights under the Note or any of the Security Documents, Mortgagor covenants and agrees to pay to Mortgagee all costs and expenses (including actual attorneys' fees) paid or incurred by Mortgagee in connection therewith, which costs and expenses may be included in any judgment in Mortgagee's favor in any such suit, action or proceeding.

2.8 Special Foreclosure. Mortgagor agrees that, to the extent permitted by law, this Mortgage may be foreclosed by Mortgagee, at its option, pursuant to the provisions of the Illinois Mortgage Foreclosure Law or any successor thereof.

2.9 Remedies Cumulative. No remedy herein conferred upon or otherwise available to Mortgagee is intended to be or shall be construed to be exclusive of any other remedy or remedies; but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and under any of the Security Documents and now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive or affect the security of this Mortgage or any rights, powers or remedies hereunder; nor shall Mortgagee be required to first look to, enforce, or exhaust any such other or additional security, collateral, or guaranty.

2.10 Waiver of Rights. To the extent that such rights may then be lawfully waived, Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, (i) any reinstatement, stay or extension or moratorium law now or at any time hereafter in force; (ii) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; and (iii) any law now or at any time hereafter made or enacted granting a right to redeem the property so sold or any part thereof and hereby waives the benefits of such laws, including, but not limited to, those specified in subsections 15-1602 and 15-1603 of the Illinois Mortgage Foreclosure Law. To the extent permitted by law, Mortgagor expressly waives for itself and on behalf of each and every person acquiring any interest in or title to

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the Premises or any part thereof, subsequent to the date of this Mortgage, all benefit and advantage of any such law or laws; and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to Mortgagee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

2.11 Indulgences by Mortgagee. In the event that Mortgagee (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted herein or under the Note or any of the Security Documents; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the debt secured hereby or the release of any person liable for payment of such debt; (e) amends or modifies in any respect any of the terms and provisions hereof or of the Note (including substitution of another note(s)) or any of the Security Documents; then and in any such event, such act or omission to act shall not, unless otherwise agreed in writing by Mortgagee, release Mortgagor, or any co-makers, sureties, guarantors, shareholders, under any covenant of the Note or any Security Document, nor preclude Mortgagee from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default or Event of Default, and without in any way impairing or affecting the lien or priority of this Mortgage or of any Security Document.

2.12 Application of Proceeds. The proceeds of any sale or sales of the Premises or any part thereof pursuant to this Article (I) shall be applied in the following order:

(a) To the payment of all costs of the sale and the foreclosure proceedings, including actual attorneys' fees and the cost of title searches, abstracts, surveys, engineering reports, appraisals and environmental investigations;

(b) To the payment of all other expenses of Mortgagee, including all moneys expended by Mortgagee and all other amounts payable by Mortgagor to Mortgagee hereunder or under the Security Documents, with interest thereon; and all taxes, assessments or liens superior to the lien thereof;

(c) To the payment of the principal, interest and premium, if any, on the Note;

(d) To the payment of any other sums owed by Mortgagor to Mortgagee; and

(e) To the payment of the surplus, if any, to Mortgagor or to whomsoever shall be entitled thereto.

2.13 Abandonment of Proceedings. In case Mortgagee shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, Mortgagor and Mortgagee shall be

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restored to their former positions and rights hereunder with respect to the Premises subject to the lien hereof.

2.14 Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to demand payment of the balance due, or any other rights of the Mortgagee at that time or any subsequent time.

2.15 Tender of Payment After Acceleration. In case, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire indebtedness due hereunder, Mortgagee shall be entitled to reimbursement for expenses incurred in connection with legal proceedings, including such expenditures as are enumerated above, the prepayment privilege fee as set forth in the Note and such expenses and prepayment privilege fee shall be so much additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses, and charges shall have been paid in full.

ARTICLE III

POSSESSION AND RELEASE OF THE PREMISES

3.1 Release and Replacement of Equipment. Mortgagor may, without obtaining any release from Mortgagee, sell or otherwise dispose of, free from the lien of this Mortgage, any of the Premises described in the Granting Clause hereof which may have become obsolete, inadequate, worn out, or otherwise unsuitable or unnecessary for use in connection with the Premises, provided, however, that Mortgagor shall have theretofore and since the date hereof acquired replacements therefor (in such manner as shall extend to Mortgagee a first lien or security interest therein) which, while not being necessarily of the same character, will be of comparable value and efficiency.

3.2 Condemnation. If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, by exercise of the right of eminent domain, by sale in lieu of condemnation or eminent domain, or by the alteration of the grade of any street affecting the said Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Mortgagee. Any award or payment so received by Mortgagee may, at the option of Mortgagee, be retained and applied, in whole or in part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Mortgagee may determine except as specifically limited hereinafter, or released, in whole or in part, to Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as the result of such taking, alteration,

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or proceeding, but Mortgagee shall not be obligated to see to the application of any amounts so released. Any applicable prepayment fee which results from the application of the award to the prepayment of the indebtedness shall be paid as part of the award and not in addition thereto. Until such time as such award or other payment is actually received by Mortgagee and applied to the indebtedness secured hereby and Mortgagee has agreed in writing to a reduction of the monthly payments, Mortgagor shall continue paying the constant monthly payment for principal and interest on the unpaid principal balance of the Note at the rate of interest therein specified.

3.3 Satisfaction of Mortgage. Whenever Mortgagor shall pay or cause to be paid the entire principal, interest and premium, if any, due and to become due upon the Note, and shall have performed and observed all of the terms, covenants, and conditions by it to be performed or observed under the Note, this Mortgage, and all other agreements now or at any time hereafter existing between Mortgagor and Mortgagee, then and in such event the Premises shall revert to Mortgagor; and Mortgagee shall forthwith execute and deliver to Mortgagor an appropriate instrument of release, satisfaction and discharge.

3.4 Partial Release. Mortgagor may sell any of the Land described in Exhibit "A" and the Premises relating thereto provided Mortgagor shall pay to Mortgagee seventy-five percent (75%) of the appraised value of the Premises so sold as of the date hereof, together with the applicable prepayment privilege fee (if any as provided in the Note), and Mortgagee shall forthwith execute and deliver to Mortgagor an appropriate instrument of partial release.

ARTICLE IV

SECURITY AGREEMENT

This Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest securing the indebtedness. Without derogating any of the provisions of this Mortgage, Mortgagor by this Mortgage:

(a) grants to Mortgagee a security interest in all of the Mortgagor's right, title and interest in and to all Collateral and fixtures, together with all additions, accessions and substitutions and all similar property hereafter acquired and used or obtained for use on, or in connection with the Premises. The proceeds of said Collateral and fixtures are intended to be secured hereby; however, such intent shall never constitute an express or implied consent on the part of Mortgagee to the sale of any or all Collateral or fixtures;

(b) agrees that the security interest hereby granted by this Mortgage shall secure the payment of the indebtedness specifically described and shall also secure payment of any future debt or advancement owing by Mortgagor to Mortgagee with respect to the Premises;

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(c) agrees not to sell, convey, mortgage or grant a security interest in, or otherwise dispose of or encumber, any of the Collateral or fixtures or any of Mortgagor's right, title or interest therein without first securing Mortgagee's written consent unless such Collateral or fixtures is replaced with Collateral or fixtures of comparable value and efficiency; and Mortgagee may, at its sole option, require Mortgagor to apply the proceeds from the disposition of Collateral or fixtures in reduction of the indebtedness secured hereby;

(d) agrees that if Mortgagor's rights in the Collateral are voluntarily or involuntarily transferred, whether by sale, creation of a security interest, attachment, levy, garnishment or other judicial process, without the written consent of Mortgagee, such transfer constitutes a default by Mortgagor under the terms of this Mortgage;

(e) agrees that upon or after the occurrence of any Event of Default (but following any applicable period of grace) hereunder, Mortgagee may, with or without notice to Mortgagor, exercise its rights to declare all indebtedness secured by the security interest created hereby immediately due and payable, in which case Mortgagee shall have all rights and remedies granted by law and more particularly the Uniform Commercial Code as enacted in Illinois, including, but not limited to, the right to take possession of the Collateral, and for this purpose may enter upon any premises on which any or all of the Collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate said Collateral or remove it therefrom. Mortgagee shall have the further right to take any action it deems necessary, appropriate or desirable, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition, and to sell at public or private sales or otherwise dispose of, lease or utilize the Collateral and any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses, to the extent permitted by law, thereby incurred by Mortgagee and toward payment of Mortgagor's obligations including the Note and all other indebtedness described in this Mortgage, in such order and manner as Mortgagee may elect. To the extent permitted by law, Mortgagor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to a sale or disposition of the Collateral or to exercise any other right or remedy existing after default hereunder; and to the extent any notice is required and cannot be waived Mortgagor agrees that if such notice is deposited for mailing, postage prepaid, certified mail, to Mortgagor at the address designated in Section 5.4 hereof at least fifteen (15) days before the time of sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirements for giving of said notice;

(f) agrees, to the extent permitted by law and without limiting any rights and privileges herein granted to Mortgagee, that Mortgagee may dispose of any or all of the Collateral at the same time and place upon giving the same notice provided for

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in this Mortgage, and in the same manner as provided under the terms and conditions of this Mortgage; and

(g) authorizes Mortgagee to file, in the jurisdiction where this Mortgage will be given effect, financing statements including renewal or confirmation thereof, covering the Collateral; and at the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more such financing statements including amendment, renewal or confirmation thereof, pursuant to the Uniform Commercial Code as enacted in Illinois in a form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices at any time and from time to time wherever Mortgagee deems filing or recording of any financing statements including renewal or confirmation thereof or of this instrument to be desirable or necessary.

ARTICLE V

MISCELLANEOUS

5.1 Severability. If any term, covenant, or condition of the Note or any Security Document, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Note, and the Security Documents, and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of the Note and the Security Documents shall be valid and be enforced to the fullest extent permitted by law.

5.2 Counterparts. This Mortgage may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

5.3 Subrogation. Mortgagee shall be subrogated to all liens, although released of record, which are paid out of the proceeds of the Note or other indebtedness secured by this Mortgage.

5.4 Notices. Whenever in this Mortgage it shall be required or permitted that notice be given by any party to the other, such notice shall be in writing, and any notice so sent shall be deemed to have been given upon the earlier of the actual receipt thereof by the intended recipient or on the second (2nd) business day after mailing the same to the intended recipient with postage pre-paid via certified, first-class mail, return receipt requested, or on the first business day after delivery by sender by a nationally recognized overnight courier service. Notices shall be addressed to Mortgagee at 4747 West Irving Park Road, Chicago, Illinois 60641, Attention Jerry Smulik, with a copy to Peter A. Hess, Baker & McKenzie, 130 East Randolph Drive, Chicago, Illinois 60601, and to the Mortgagor c/o DNIC Management, Inc., 1215 Washington Avenue, Wilmette, Illinois 60091, with a copy to Rick J. Erickson, Tuttle, Vedral, Collins & Erickson, P.C., 701 Lee Street, First National

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Bank Building of Des Plaines, Des Plaines, Illinois 60016, or at such other address as either party may from time to time designate in writing in lieu thereof.

5.5 Change in Taxation of Mortgages. In the event of the passage, after the date of this Mortgage, of any law deducting from the value of the real property comprising the Premises, for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of Mortgagee, then in such event, Mortgagor shall bear and pay the full amount of such taxes, provided, however, that if for any reason payment by Mortgagor of any such taxes would be unlawful, or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note, the Mortgage or otherwise, Mortgagee may, at its option, declare the whole sum secured by this Mortgage with interest thereon to be due and payable within ninety (90) days following written notice (in which event the prepayment premium shall not be payable in the event the whole sum secured by this mortgage is voluntarily paid by Mortgagor), or Mortgagee may, at its option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said taxes.

5.6 No Excess Interest. If any charge in the nature of interest provided for herein, in the Note, or in any instrument evidencing indebtedness secured hereby shall result, because of the monthly reduction of principal or for any reason at any time during the life of the Note, in an effective rate of interest which, for any month, transcends the limit of the usury or any other law(s) applicable to the loan evidenced by the Note, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement of notice between or by any party hereto, be applied upon principal immediately upon receipt of such moneys by the holder of the Note, with the same force and effect as if the Mortgagor had specifically designated such extra sums to be so applied to principal and the holder of the Note had agreed to accept such extra payment(s) as a premium-free prepayment. In no event shall any agreed to or actual exaction as consideration for the loan evidenced by the Note transcend the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for the forbearance in seeking its collection.

5.7 Waivers by Mortgagor. To the fullest extent permitted by applicable law, Mortgagor, for itself, its successors and assigns, and each and every person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired, hereby waives notice of maturity, demand, presentment for payment, diligence in collection, and notice of non-payment and protest; hereby consents and agrees to any extension of time, whether one or more, for the payment thereof and/or to any and all renewals thereof; and hereby consents and agrees that Mortgagee may amend the terms thereof, may release all or any part of the security for the payment thereof, and may release any party liable for the payment thereof, without, in any event, affecting the terms or effect of this Mortgage or the

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obligations or liabilities hereunder of Mortgagor, its successors or assigns, or any person with any interest in the Premises, or any part thereof, whether now owned or hereafter acquired.

5.8 Additional Instruments. Mortgagor, from time to time, within fifteen (15) days after request by Mortgagee, shall execute, acknowledge, and deliver to Mortgagee such mortgages, chattel mortgages, security agreements, or other similar security instruments, in form and substance satisfactory to Mortgagee, covering all property of any kind, whatsoever, owned by Mortgagor or in which Mortgagor may have any interest which, in the sole opinion of Mortgagee, is essential to the operation of the property covered by this Mortgage. Neither a request so made by Mortgagee, nor the failure of Mortgagee to make such a request, shall be construed as a release of such property, or any part thereof, from the lien of this Mortgage, it being understood and agreed that this covenant and any such chattel mortgage, security agreement, or other similar security instrument, delivered to Mortgagee, are cumulative and given as additional security.

5.9 Applicable Law. This Mortgage shall be interpreted in accordance with and, in all respects, governed by the internal laws of the State of Illinois.

5.10 Expenses of Mortgagee.

(a) If Mortgagee is made a party to any suit or proceeding by reason of the interest of Mortgagee in the Premises, or if the Note or any Security Document is placed in the hands of an attorney or attorneys to defend or enforce any rights of Mortgagee, then Mortgagor shall reimburse Mortgagee for all costs and expenses, including by way of representation only, actual attorneys' fees, travel and lodging expenses, recording fees, incurred by Mortgagee in connection therewith. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand, with interest thereon at the rate at which interest accrues on amounts due under the Note after the same became due.

(b) In the event Mortgagor initiates any request to Mortgagee for (a) changes to this Mortgage or any collateral documents thereto, (b) releases of any part of the Premises or other property upon which a security interest has been given to secure the indebtedness, or (c) any other waivers, opinions or other documentary changes (other than a satisfaction or assignment of the Mortgage at maturity or in connection with a permitted prepayment), then Mortgagor shall reimburse Mortgagee for any actual legal fees and expenses incurred by Mortgagee in connection with the preparation and review of such documentation. The need for legal review and preparation of documentation shall be in the unrestricted discretion of Mortgagee.

5.11 Successors of Mortgagor. In the event of the sale or transfer of all or any part of the Premises, by operation of law or otherwise, Mortgagee is authorized and empowered to deal with the transferee with reference to this Mortgage, the Premises, or the debt secured hereby, or with reference to any of the terms or conditions contained herein, as fully and to the same extent as it might deal with Mortgagor and without in any way releasing or

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discharging any liabilities of Mortgagor hereunder or under the Note or the Security Documents.

5.12 Estoppel Certificates. Mortgagor, upon request of Mortgagee, shall, from time to time, certify to Mortgagee or to any proposed assignee of this Mortgage, by an instrument in form satisfactory to Mortgagee, duly acknowledged, the amount then owing on the sums secured hereby and the date on which interest hereon has been paid and whether any offsets or defenses exist against payment thereof or performance of any obligation of Mortgagor under the Note, this Mortgage, or any of the Security Documents, within ten (10) days from the date such request is received or refused. Mortgagee and any proposed assignee of this Mortgage shall have the right to rely on any such certification.

5.13 Amendment. Neither this Mortgage nor any term, covenant, or condition contained herein may be amended, modified, or terminated, except by an agreement in writing, signed by the party against whom enforcement of the amendment, modification, or termination is sought.

5.14 Construction. The Note, this Mortgage, and the Security Documents shall be construed without regard to any presumption or rule requiring construction against the party causing such instruments to be drafted. The headings and captions contained in this Mortgage are solely for convenience of reference and shall not affect its interpretation. All terms and words used in this Mortgage, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

5.15 Receipt by Mortgagor. Mortgagor hereby acknowledges that a full, true, and complete copy of this Mortgage (including Exhibits A, B and C hereto) was delivered to and received by it on the date of actual execution hereof by Mortgagor, as set forth below.

5.16 Right to Contest Taxes and Mechanics' Liens. Mortgagor shall have the right to contest in good faith the validity or amount of any tax or assessment or lien arising from any work performed at or materials furnished to the premises which right, however, is conditional upon (i) such contest having the effect of preventing the collection of the tax, assessment or lien so contested and the sale or forfeiture of the premises or any part thereof or interest therein to satisfy the same, (ii) Mortgagor giving Mortgagee written notice of its intention to contest the same in a timely manner, which, with respect to any contested tax or assessment, shall mean before any such tax, assessment or lien has been increased by any penalties or costs, and with respect to any contested mechanic's lien claim, shall mean within thirty (30) days after Mortgagor receives actual notice of the filing thereof, (iii) Mortgagor making and thereafter maintaining with Mortgagee or such other depository as Mortgagee may designate, a deposit of cash (or United States government securities, in discount form, or other security as may, in Mortgagee's sole discretion, be acceptable to Mortgagee, and in either case having a present value equal to the amount herein specified) in an amount no less than One Hundred Fifty Percent (150%) of the amount which, in Mortgagee's reasonable opinion, determined from time to time, shall be sufficient to pay in full such

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contested tax, assessment or lien and penalties, costs and interest that may become due thereon in the event of a final determination thereof adverse to Mortgagor or in the event Mortgagor fails to prosecute such contest as herein required, or in lieu thereof, Mortgagor providing to Mortgagee title insurance over such matters in form and substance reasonably acceptable to Mortgagee, and (iv) Mortgagor diligently prosecuting such contest by appropriate legal proceedings. In the event Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds, or other security as aforesaid, on deposit as hereinabove provided, Mortgagee may, at its option, liquidate the securities deposited with Mortgagee, and apply the proceeds thereof and other monies deposited with Mortgagee in payment of, or on account of, such taxes, assessments, or liens or any portion thereof then unpaid, including the payment of all penalties and interest thereon.

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5.17 Trustee Exculpation. This Mortgage is executed by LaSalle National Trust, N.A., not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Trustee personally to pay the Loan or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Trustee is personally concerned, the legal holders or holders of the Note and the owner or owners or any indebtedness accruing hereunder shall look for the payment thereof solely to any one or more of (i) the property described in this Mortgage and the rents, issues and profits thereof, (ii) any other security given for the indebtedness evidenced by the Note, or (iii) the personal liability of any guarantor hereof or any Mortgagor other than Trustee.

IN WITNESS WHEREOF, Mortgagor has caused these presents, to be duly executed, sealed, and delivered in Cook County, Illinois, as of the day and year first above written.

CHESTNUT STREET PARTNERS,
an Illinois General Partnership

By: [Signature]

Lars Nilsson

Title: A General Partner

By: [Signature]

William DeNicolo

Title: A General Partner

Austin Lamon, Inc., an
Illinois Corporation

By: [Signature]

Name: W.M.C. DeNicolo

Title: President

ATTEST:

By: [Signature]

Name: FRANCES E. COLLINS

Title: Secretary

LA SALLE NATIONAL TRUST, N.A.,
as Trustee under Trust Agreement
dated July 6, 1993 and known as Trust
Number 117919 ~~and not personally~~

By: [Signature]

Name: Rosemary Collins

Title: Assistant Vice President

Attest: [Signature]

Name: NANCY A. STARK

Title: ASSISTANT SECRETARY

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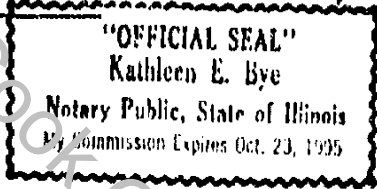
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William E. Collins, Kathleen E. Bye and Robert J. ... of LA SALLE NATIONAL TRUST, N.A., a national banking corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such officers of said Bank as their own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of August, 1993

Kathleen E. Bye
Notary Public

My Commission Expires



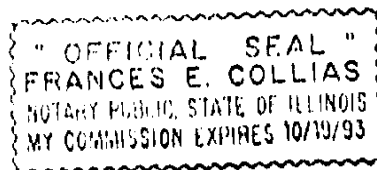
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lana Wilsson, William L. DeNicol and William L. DeNicol, president and Francis E. Collias, secretary of Austin Lamon, Inc., General Partners of CHESTNUT STREET PARTNERS, an Illinois General Partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such general partners of said partnership as their own free and voluntary act and as the free and voluntary act of said partnership as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30 day of July, 1993.

Francis E. Collias
Notary Public

My Commission Expires: 10/19/93



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PARCEL 1:

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EXHIBIT A

LOT 26 IN BLOCK 11 IN CRAGIN, BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID LOT 26 THAT PART THEREOF DEEDED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY; ALSO EXCEPTING THE WEST 440.96 FEET AND THE EAST 174 1/2 FEET OF THE SOUTH 294 FEET)

THE LAND

Page 1 of 3

PARCEL 2:

THE EAST 174 1/2 FEET OF THE SOUTH 294 FEET OF LOT 26 IN BLOCK 11 IN CRAGIN, BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 3:

PERPETUAL EASEMENT FOR RAILROAD SWITCH TRACK AND APPURTENANT FACILITIES FOR THE BENEFIT OF PARCELS 1 AND 2 OVER A STRIP OF LAND 18 FEET IN WIDTH OVER AND ACROSS THAT PART OF THE WEST 334 1/2 FEET OF LOT 26 IN BLOCK 11 OF CRAGIN AFORESAID, SAID 18 FOOT STRIP OF LAND LYING 9 FEET ON EITHER SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 26 WHICH IS 34.13 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT AND RUNNING THENCE EASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 171.54 FEET TO A POINT ON SAID SOUTHERLY LINE OF SAID PART OF LOT 26 CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY WHICH POINT IS 170.16 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID PART OF LOT 26 CONVEYED; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 358.41 FEET CONVEX NORTHEASTERLY AND TANGENT TO THE ABOVE DESCRIBED STRAIGHT LINE, A DISTANCE OF 180.72 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID WEST 334 1/2 FEET OF LOT 26 AT A POINT THEREON WHICH IS 55.66 FEET SOUTH OF THE POINT OF INTERSECTION OF THE LAST ABOVE MENTIONED EAST LINE WITH SAID SOUTHERLY LINE OF SAID PART OF LOT 26 CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY.

PARCEL 4:

PERPETUAL EASEMENT FOR RAILROAD SWITCH TRACK AND APPURTENANT FACILITIES FOR THE BENEFIT OF PARCELS 1 AND 2 OVER A STRIP OF LAND 18 FEET IN WIDTH OVER AND ACROSS THAT PART OF THE WEST 334 1/2 FEET OF LOT 26 IN BLOCK 11 OF CRAGIN AFORESAID, SAID 18 FOOT STRIP OF LAND LYING 9 FEET ON EITHER SIDE OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 334 1/2 FEET OF LOT 26, WHICH IS 54.83 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID EAST LINE OF SAID SOUTHERLY LINE OF SAID PART OF LOT 26 CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY AND RUNNING THENCE WESTWARDLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 89 DEGREES, 58 MINUTES (MEASURED IN THE NORTHWEST QUADRANT) WITH SAID EAST LINE OF THE WEST 334 1/2 FEET, A DISTANCE OF 70.15 FEET; THENCE

NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 359.30 FEET CONVEX WESTERLY AND TANGENT TO THE LAST MENTIONED STRAIGHT LINE, A DISTANCE OF 174.18 FEET; THENCE CONTINUING NORTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE ABOVE MENTIONED ARC A DISTANCE OF 41.17 FEET; THENCE CONTINUING NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 488.50 FEET CONVEX NORTHEASTERLY AND TANGENT TO THE LAST ABOVE MENTIONED STRAIGHT LINE (INTERSECTING SAID SOUTHERLY LINE OF SAID PART OF LOT 26 CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY DISTANT 47.52 FEET AT A POINT 17.15 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID PART OF LOT 26 CONVEYED) A DISTANCE OF 66.07 FEET TO A POINT ON THE WEST LINE OF SAID LOT 26 WHICH IS 40.72 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 26, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

PERPETUAL EASEMENT FOR A PRIVATE ROAD OR ALLEY WAY FOR THE BENEFIT OF PARCELS 1 AND 2 OVER THE EAST 9 1/2 FEET OF THE WEST 334 1/2 FEET OF LOT 26 IN BLOCK 11 IN CRAGIN, BEING CHARLES B. HOSMER'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID LOT 26 THAT PART THEREOF DEEDED TO CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY)

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PARCEL 6 :

EXHIBIT A

LOTS 1 AND 2 (EXCEPT THEREFROM THE EAST 72 FEET OF LOT 1 AND ALSO EXCEPT THEREFROM THE EAST 67 FEET OF LOT 2, ALSO EXCEPT THEREFROM THAT PART OF LOT 2 AFORESAID DESCRIBED AS FOLLOWS:

THE LAND

Page 2 of 3

BEGINNING AT A POINT OF THE SOUTH LINE OF LOT 2 AFORESAID, 67 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE NORTH 30 FEET; THENCE WEST 5 FEET; THENCE SOUTH 30 FEET TO THE SOUTH LINE OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 5 FEET TO THE POINT OF BEGINNING) IN McGUIRE AND ORR'S ARBOR VITAE ROAD SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING EAST OF THE EAST LINE OF LINCOLN AVENUE IN WINNETKA IN SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 16 (EXCEPT THE EAST 40 FEET THEREOF) IN McGUIRE AND ORR'S ARBOR VITAE ROAD SUBDIVISION OF BLOCK 4 AND THAT PART OF BLOCK 5 LYING EAST OF THE EAST LINE OF LINCOLN AVENUE IN WINNETKA, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTH FRACTIONAL 1/2 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8 :

THE NORTH 93 FEET OF THE SOUTH 146 FEET OF THAT PART OF BLOCK 26 IN WINNETKA, LYING WEST OF THE EAST LINE OF LOT 7 IN OAK KNOLL SUBDIVISION OF PART OF SAID BLOCK 26 IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9 :

THE SOUTH 53 FEET OF PART OF BLOCK 26 IN THE VILLAGE OF WINNETKA LYING WEST OF THE EAST LINE OF LOT 7 IN OAK KNOLL SUBDIVISION OF SAID PART OF BLOCK 26 IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 6 (EXCEPT THE NORTH 41 FEET TAKEN FOR CHESTNUT COURT) IN OAK KNOLL SUBDIVISION OF THAT PART OF BLOCK 26 IN THE VILLAGE OF WINNETKA IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 37 FEET EAST OF THE NORTHEAST CORNER OF CHESTNUT AND OAK STREETS; THENCE NORTH 187 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 150 FEET; THENCE SOUTH 30 FEET; THENCE EAST 8 FEET; THENCE SOUTH 32 FEET; THENCE WEST 8 FEET; THENCE SOUTH 125 FEET; THENCE WEST 150 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF SAID OAK KNOLL SUBDIVISION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 119 OF PLATS, PAGE 26, AS DOCUMENT 4991672, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT A

Parcels 1, 2, 3, 4 and 5 are commonly known as:
4900 West Bloomingdale, 4920 West Bloomingdale and
1830 North Lamon, Chicago, Illinois, and comprise
Permanent Index Numbers:

THE LAND

13-33-406-080
13-33-406-082
13-33-406-083

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Parcel 6 is commonly known as 543-561 Lincoln/743-
749 Elm, Winnetka, Illinois, and comprises
Permanent Index Number: 05-20-204-010.

Parcel 7 is commonly known as 717-729 Elm,
Winnetka, Illinois, and comprises Permanent Index
Number: 05-21-100-009.

Parcels 8, 9 and 10 are commonly known as 501-509
Chestnut, Winnetka, Illinois, and comprise
Permanent Index Numbers:

05-20-212-008
05-20-212-009
05-20-212-010
05-20-212-011
05-20-212-012

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EXHIBIT B

1. All right, title, and interest of Mortgagor, now or at any time hereafter existing, in and to all highways, roads, streets, alleys and other public thoroughfares, bordering on or adjacent to the Land (as defined in Exhibit A attached hereto), together with all right, title, and interest of Mortgagor to the Land lying within such highways, roads, streets, alleys and other public thoroughfares and all heretofore or hereafter vacated highways, roads, streets, alleys and public thoroughfares and all strips and gores adjoining or within the Land or any part thereof;
2. All buildings, structures, improvements, plants, works, and fixtures now or at any time hereafter located on the Land and, without any further act, all extensions, additions, betterments, substitutions, and replacements thereof;
3. All rights, privileges, permits, licenses, easements, consents, tenements, hereditaments, and appurtenances now or at any time hereafter belonging to or in any way appertaining to the Land or to any property now or at any time hereafter comprising a part of the property subject to the Mortgage to Mortgagee; and all right, title and interest of Mortgagor, whether now or at any time hereafter existing, in all reversions and remainder to the Land and such other property, and all rents, income, issues, profits, royalties, and revenues derived from or belonging to such Land and other property subject to the Mortgage to Mortgagee or any part thereof;
4. Any and all proceeds of the conversion, whether voluntary or involuntary, of all or any part of the Land and other property and interests subject to the Mortgage from Mortgagor to Mortgagee into cash or liquidated claims, including without limitation by reason of specification, proceeds of insurance and condemnation awards;
5. To the extent owned by Mortgagor (and expressly excluding any of the following described property owned by any tenant of the Premises (as defined below)), all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, the Premises now or hereafter located or to be located on the Premises, and all extensions, additions, improvements, substitutions and replacements to any of the foregoing;
6. All building materials and goods owned by Mortgagor which are procured or to be procured for use in or in connection with the Premises or the construction of additional Premises, whether or not such materials and goods have been delivered to the Premises;

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7. To the extent owned by Mortgagor, all plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports, examinations or analyses of the Premises, contracts for services to be rendered to Mortgagor or otherwise in connection with the Premises and all other property, contracts, reports, proposals and other materials in any way relating to the Premises or the construction of additions to the Premises;

8. (i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to the Premises or any part thereof or to any rights appurtenant thereto; (ii) all compensation, awards, damages, claims, rights of action and proceeds of, or on account of (1) any damage or taking, pursuant to the power of eminent domain, of the Premises or any part thereof, (2) any damage to the Premises by reason of the taking, pursuant to the power of eminent domain, of other property or a portion of the Premises, or (3) the alteration of the grade of any street or highway on or about the Premises or any part thereof; and (iii) all proceeds of any sales or other dispositions of the Premises or any part thereof;

9. All contract rights, general intangibles, actions and rights in action, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Premises;

10. All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Premises;

11. Any and all after-acquired right, title or interest in and to any of the property described in this Schedule;

12. The proceeds from the sale, transfer, pledge or other disposition of any or all of the foregoing property; and

13. One hundred percent (100%) of the beneficial interest in, to and under the land trust known as Trust No. 117919 (the "Trust"), established pursuant to trust agreement ("Trust Agreement") dated July 6, 1993 between LaSalle National Trust, N.A. as Trustee, and Mortgagor, and all of the right, title and interest of Mortgagor in, under and to the Trust and Trust Agreement and in, under and to the property referred to or described in the Trust Agreement and in, under and to any and all proceeds or avails of said property or any part thereof, including, without limitation, all proceeds and avails from rentals, mortgages, sales, conveyances, or other dispositions or realizations of any kind or character of or from said property or any part thereof, including, without limitation, the right to manage, direct and control the property and the acts and doings of the Trustee in respect of such property.

Any reference herein to the "Premises" shall be deemed to apply to the Land and other property and items covered by this Schedule, unless the context shall require otherwise.

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EXHIBIT C

Permitted Encumbrances

Basements, rights of way and other exceptions set forth in Schedule B of the title policies issued by Chicago Title Insurance Company as policies numbered 7450624, 7450625 and 7450626, insuring the lien of this Mortgage.

Property of Cook County Clerk's Office

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