

# UNOFFICIAL COPY

#199

## SECOND LEASEHOLD MORTGAGE

THIS SECOND LEASEHOLD MORTGAGE, executed this 1 day of April, 1993 at Chicago, Illinois by LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP, an, Illinois limited partnership, party of the first part, hereinafter called Mortgagor, which term as used herein in every instance shall include Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, including all subsequent grantees, either voluntary by act of the parties or involuntary by operation of law, and shall denote the singular and/or plural and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits to OFFICE DEPOT, INC., a Delaware corporation, party of the second part, hereinafter called Mortgagee, which term as used herein in every instance shall include Mortgagee's successors, legal representatives and assigns, including all subsequent assignees, either voluntary by act of the parties or involuntary by operation of law,

### WITNESSETH:

THAT for good and valuable considerations, and also to secure the payment of the aggregate sum of money named in the Note of even date herewith, hereinafter mentioned, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee all of Mortgagor's rights, title and interest in the real property (the "Property") described in EXHIBIT A attached hereto and incorporated herein by reference, under and pursuant to that certain Ground Lease of Grounds and Improvements (the "Ground Lease") dated March 18, 1988, with Amalgamated Trust and Savings Bank as trustee under Trust Agreement dated November 5, 1969 and known as Trust No. 2142, and its beneficiary, Lincoln Village Associates, an Illinois limited partnership ("collectively, "Ground Lessor"), which Ground Lease is recorded at on March 23, 1988 as of Cook County, Illinois.

Document 88,119,668

(A) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said property, and all furniture, furnishings, fixtures, machinery, equipment, inventory and materials on site, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; and all of the right, title and interest of Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf; and

(B) Any future acquired fee simple title in the Property or portion thereof.

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands

Record + Return to:  
Office Depot, Inc. / RELG  
2200 Old Germantown Rd.  
Delray Beach FL 33445

Handwritten initials and signature.

93-771051

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EDITION OF 1997

THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THE HONOR TO ANNOUNCE THAT THE FOLLOWING OFFICERS HAVE BEEN ELECTED TO OFFICE FOR THE YEAR 1997:

CLERK OF COURT: JAMES J. COUGHLIN  
SHERIFF: JAMES J. COUGHLIN  
CLERK OF COUNTY: JAMES J. COUGHLIN

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whatsoever, as well in law as in equity, of said Mortgagor in and to the same, and every part and parcel thereof, and also specifically, but not by way of limitation, all electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said premises, even though they be detached or detachable, are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

Mortgagor hereby covenants with Mortgagee that Mortgagor is the lessee under the Ground Lease, and has a good leasehold interest in and to the Property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for Mortgagee to peaceably and quietly enter upon, have, hold and enjoy said property, and every part thereof; that said property is free and discharged from all liens, encumbrances and claims of any kind, including taxes and assessments, except those that may be set out in Mortgagee's Policy of Title Insurance delivered to Mortgagee in connection with this Mortgage, above or hereinafter; that Mortgagor hereby fully warrants unto Mortgagee the title to said Property and will defend the same against the lawful claims and demands of all persons whomsoever; and that, in the event Mortgagor acquires fee simple title to the Property, Mortgagor will make at Mortgagor's expense and at no expense to Mortgagee such other and further assurances to perfect the fee simple title to said land, fixtures and personal property in Mortgagee as may hereafter be required.

NOW, THEREFORE, the conditions of this Mortgage are such that if Mortgagor shall well and truly pay unto Mortgagee the indebtedness evidenced by that certain Note of even date herewith, made by Mortgagor and payable to Mortgagee in the principal sum of Three Hundred Forty Thousand Seven Hundred Fifteen Dollars and 54/100 (\$340,715.54) the final payment of which is due on March 1, 1996 together with any note or notes hereafter executed by Mortgagor herein by and in accordance with paragraph sixteen of this Mortgage as hereinafter set forth and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants contained and set forth in this Mortgage and in the Note secured hereby, then this Mortgage and the estate hereby created shall cease and be null and void.

AND, Mortgagor does hereby covenant and agree:

1. To perform, comply with and abide by each and every one of the stipulations,

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agreements, conditions and covenants contained and set forth in said Note and this Mortgage.

2. To pay the indebtedness secured by this instrument and according to the true tenor and effect of the Note hereinabove mentioned or of any renewal thereof, promptly on the day or days the same severally become due.

3. To pay, before becoming delinquent, all obligations, encumbrances, taxes, assessments, paving, sidewalk, sanitary and other assessments, levies or liens, now or hereafter levied or imposed upon or against the mortgaged property, and to exhibit to Mortgagee before such taxes, assessments, liens and encumbrances become delinquent the official receipts for payment thereof, and if the same or any part thereof be not paid before becoming delinquent, Mortgagee may at any time pay the same with accrued interest and charges, if any, without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any right hereunder, and every payment so made shall bear interest from the date thereof at the Default Rate (as defined in the Note), and all such payments with interest shall be secured by the lien hereof.

4. This Mortgage is personal to Mortgagor herein, and no conveyance shall be made by Mortgagor of the premises herein described or any part thereof without first obtaining the prior written consent of Mortgagee, not to be unreasonably withheld, or delayed. In the event Mortgagee gives this written consent, the grantee named in such conveyance shall assume and agree to pay the obligation evidenced by the Note secured hereby. Any conveyance of the property herein described or any part thereof in violation of the terms of this paragraph shall entitle Mortgagee to accelerate the payment of the obligation secured hereby and all sums of money secured hereby shall, at the option of Mortgagee, become due and payable and in default whether or not the same are so due and payable and in default by the specific terms hereof. Nothing herein contained shall be construed to constitute a novation or release Mortgagor or any subsequent owner of liability or obligation under the Note secured hereby or this Mortgage by reason of the aforesaid assumption of the obligation under the note secured hereby, by a subsequent owner of the property described herein. It is expressly agreed by the parties hereto, that if Mortgagor acquires fee simple title to the Property, this Mortgage will automatically become a fee Mortgage, without the necessity of further instruments, and upon the same terms and conditions and the same priority as is set forth herein. Mortgagor also agrees to give notice to Mortgagee of its acquisition of the fee simple title of the Property immediately upon such acquisition.

5. That in the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time during such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers

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in like cases; and said appointment shall be made by the court as a matter of strict right to Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Mortgagee and that the same may be done without notice to Mortgagor.

6. That if any proceedings should be instituted against the property covered by this Mortgage upon any other lien or claim whether superior or junior to the lien of this Mortgage, Mortgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

7. To pay all and singular the costs, fees, charges and expenses of every kind, including the cost of an abstract of title to said lands found to be convenient or expedient in connection with any suit for the foreclosure of this Mortgage, and also including, whether Mortgagee is obligated to pay same or not, reasonable attorney's fees incurred or expended at any time by Mortgagee because of the failure of Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said Note, or this Mortgage, in the foreclosure of this Mortgage and in collecting the amount secured hereby with or without legal proceedings, and to reimburse Mortgagee for every payment made or incurred for any such purpose with interest from date of every such payment at the Default Rate (as defined in the Note) authorized by law; such payments and obligations, with interest thereon as aforesaid, shall be secured by the lien hereof.

8. To keep the building or buildings now or hereafter on said land insured against loss or damage by fire, extended coverage and other perils, including war risk insurance if available, in a sum not less than their full insurable value at the cost and expense of Mortgagor in a company or companies reasonably approved by Mortgagee, and such policy or policies of insurance shall have affixed thereto a Standard New York Mortgagee Clause, making all loss or losses under such policy or policies payable to Mortgagee as its interest may appear, and to deliver certificates of such insurance to Mortgagee when issued with the receipts for the payment of the premium therefor; and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby (except to the extent such proceeds have been pledged to an Approved Lender (as hereinafter defined)) or to permit Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage; and Mortgagee if it deems necessary may place and pay for such insurance, or any part thereof, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant, or any part thereof, or any right or option under this Mortgage, and every such payment shall bear interest from date thereof until paid at the highest rate authorized by law, and all such payments with interest as aforesaid shall be

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This document is a summary of the terms and conditions of the policy. It is not a contract. The actual policy is the only document that governs the terms and conditions of the policy.

The policy is issued by Cook County Clerk's Office. It is subject to the terms and conditions of the policy. The policy is not a contract. The actual policy is the only document that governs the terms and conditions of the policy.

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secured by the lien hereof. In the event any loss or damage is suffered Mortgagor shall notify Mortgagee of such loss or damage promptly after the happening thereof; the failure to give such notice shall constitute a default and Mortgagee shall have the rights herein given for all defaults.

9. To permit, commit or suffer no waste and to maintain the improvements at all times in a state of good repair and condition. In case of the refusal, neglect or inability of Mortgagor to repair and maintain said property, Mortgagee may, at its option, and after delivery of notice to Mortgagor and the Approved Lender and the expiration of applicable cure periods, make such repairs or cause the same to be made and advance monies in that behalf which sums shall be secured by the lien hereof and bear interest at the Default Rate.

10. To deliver a Mortgagee's policy of title insurance covering the mortgaged Property to Mortgagee or its designated agent, which shall at all times, during the life of this Mortgage, remain in the possession of Mortgagee and in event of the foreclosure of this Mortgage or other transfer of title, all right, title and interest of Mortgagor in and to any such title policy shall pass to the purchaser or grantee.

11. That no waiver of any covenant herein or in the obligation secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the note secured hereby, or future waiver of the same covenant.

12. That in order to accelerate the maturity of the indebtedness hereby secured because of the failure of Mortgagor to pay any tax assessment, liability, obligation or encumbrance upon said property as herein provided, it shall not be necessary nor requisite that Mortgagee shall first pay the same.

13. That if Mortgagor shall fail, neglect or refuse for a period of thirty (30) days after delivery of notice fully and promptly to pay the amount required to be paid by the note hereby secured or the interest therein specified or any or the sums of money herein referred to or hereby secured, or otherwise duly, fully and promptly to perform, execute, comply with and abide by each, every or any of the covenants, conditions or stipulations of this Mortgage (provided, with respect to a non-monetary default which, by its terms cannot be cured within said thirty (30) day period, Mortgagor shall be given an additional period of time in which to effect such cure, provided Mortgagor shall have commenced and is diligently pursuing such cure), the Note hereby secured then, and in either or in any of such events, without notice or demand, the said aggregate sum mentioned in said Note, less previous payments, if any, and any and all sums mentioned herein or secured hereby shall become due and payable forthwith or thereafter at the continuing option of Mortgagee as fully and completely as if said aggregate sums were originally stipulated to be paid at such time, anything in said Note or herein to the contrary notwithstanding, and Mortgagee shall be entitled thereupon or thereafter without notice or demand to institute suit at law or in equity to enforce the rights of Mortgagee hereunder or under said



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Note. In the event of any default or breach on the part of Mortgagor hereunder or under said Note, Mortgagee shall have the continuing option to enforce payment of all sums secured hereby by action at law or by suit in equity to foreclose this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Mortgagee's right to institute or maintain the other, provided said Mortgagee shall have only one payment and satisfaction of said indebtedness.

14. That in the event that Mortgagor shall (1) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of Mortgagor's assets, or (2) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, or (3) make a general assignment for the benefit of creditors, or (4) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, (5) file an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization or insolvency proceeding, or (6) action shall be taken by Mortgagor for the purpose of effecting any of the foregoing, or (7) any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of forty-five (45) consecutive days, Mortgagee may declare the note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the note and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution.

15. That Mortgagee or any person authorized by Mortgagee shall have the right to enter upon and inspect the mortgaged premises at all reasonable times during business hours and upon reasonable advanced written notice to Mortgagor.

16. That Mortgagor will on the request of Mortgagee furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not Mortgagor claims any defenses or offsets thereo. On request of Mortgagor, Mortgagee will furnish a written statement of the sums due Mortgagee from Mortgagor and state whether or not Mortgagor is in default hereunder.

17. That Mortgagor will not permit any other liens to be filed against the said premises and if any such liens are filed, whether paramount or subordinate to this Mortgage, Mortgagor will have or cause to be had said liens discharged immediately.

18. It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require Mortgagor to pay interest at a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law; that if any clauses or provisions herein contained operate or would

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prospectively operate to invalidate this Mortgage or said Note in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

19. If all or any material part of the mortgaged property shall be permanently damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or other authority, and any transfer by private sale in lieu thereof), the entire indebtedness secured hereby shall at the option of Mortgagee, become immediately due and payable. Subject to the rights of an Approved Lender, Mortgagee shall be entitled to all compensation awards, and other payments or relief therefor. Provided it is permitted under an Approved Loan, Mortgagor and Mortgagee shall attempt to agree on the manner in which each or both commence, appear in and prosecute any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses, including attorney's fees, may either release the balance of any moneys so received by it to Mortgagor without affecting the lien of this Mortgage or apply the balance to the reduction of the sums secured hereby, including accrued interest, and any balance of such moneys thereafter remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require. In the event of any partial condemnation, the proceeds therefrom shall be used for repair or restoration in the same manner and fashion as if they were insurance proceeds, all as provided in Paragraph 8 hereof.

20. This Mortgage shall be construed as a security agreement under the Uniform Commercial Code in effect in the State Illinois and shall be construed and enforced in accordance with the laws of the State of Illinois.

## 21. Other provisions:

A. No secondary financing shall be made by Mortgagor, unless consented to by Mortgagee in writing, which consent shall not be unreasonably withheld.

B. Mortgagor expressly represents to Mortgagee that to Mortgagor's knowledge, the mortgaged Property or any part thereof has not in the past been used, is not now being used, nor will during the term of the Ground Lease, and, if Mortgagor acquires fee simple title to the Property, during Mortgagor's ownership thereof, be used for handling, storage, transportation, or disposal of hazardous or toxic materials. Except as permitted under applicable law, Mortgagor shall not use, generate, manufacture, store or dispose of, on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any flammable explosives, radioactive materials, including any substances defined as or included in the definition of "hazardous substances, hazardous

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as filed in my office on this 1st day of January, 1900.

Witness my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

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Attest my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

and I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as filed in my office on this 1st day of January, 1900.



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waste, hazardous materials and toxic substances " under any application of federal or state laws or regulations in effect during the term of this Mortgage (collectively, the "Hazardous Materials"). Mortgagor covenants that Mortgagor is in compliance with and maintains compliance with all the provisions of all applicable Environmental Laws, and other similar federal, state and local statutory schemes imposing liability on Mortgagor.

Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees, paralegal charges and expenses), incurred by Mortgagee and arising directly or indirectly, whole or in part, out of (a) the presence on or under the Mortgaged Property of any Hazardous Materials or releases or discharges of Hazardous Materials on, under or from the Mortgaged Property, (b) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to or during the term of the Mortgage, and whether by Mortgagor or any predecessor in title or any employee, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or third persons at any time occupying or present on the Mortgaged Property in connection with the treatment, decontamination, handling, removal, storage, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Mortgaged Property; (excepting therefrom any such occurrence caused by the gross negligence or willful misconduct of Mortgagee, its agents or employees) and (c) any breach of the covenants contained in this paragraph. The foregoing indemnity shall further apply to any residual contamination on or under the Mortgaged Property or affecting any natural resources, any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. The obligation of Mortgagor to indemnify and hold harmless under this paragraph shall survive any foreclosure of this Mortgage or any transfer of the Mortgaged Property by deed in lieu of foreclosure.

Terms used above are defined as follows:

a) "Environmental Law" shall mean and include all federal, state and local statutes, ordinances, regulations, and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended

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The Board of Directors of the Cook County Clerk's Office has approved the following resolution:

Resolved, that the Board of Directors of the Cook County Clerk's Office do hereby authorize the Clerk of the Board to execute and deliver to the County Treasurer a check in the amount of \$100,000.00 for the purpose of the purchase of a new vehicle for the use of the Clerk of the Board.

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Approved and adopted by the Board of Directors of the Cook County Clerk's Office on this 15th day of January, 1998.

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by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and state superior and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

b) "Hazardous Materials" shall mean and include the following, including mixtures thereof, any hazardous substance, pollutant, contaminant, waste, by-product, or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquified natural gas, and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under the TSCA; source material, special nuclear material, by-product material, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA.

22. A. The term "Approved Loan" shall refer to a mortgage loan which:

(i) is issued in favor of a commercial bank, savings and loan association, life insurance company, real estate investment trust, or other institutional lender, a pension or profit sharing fund of any public corporation or any union or any affiliate, subsidiary, successor or assignee of any of the foregoing or any other legal entity (not affiliated with Mortgagor) (any of the foregoing an "Approved Lender");

(ii) the mortgage lien encumbers the Landlord's interest in the Shopping Center, or the fee simple interest in the Shopping Center;

(iii) provides that Mortgagee shall receive notice from the Approved Lender of any default by Mortgagor under the Approved Loan, and allows Mortgagee thirty (30) days to cure any such default.

B. So long as (a) this Mortgage is not in default beyond notice and the expiration of applicable cure periods; and (b) all interest accrued on such Note to the date of subordination has been paid, Mortgagee shall execute all documents or perform all further acts as reasonably requested by an Approved Lender, in order to subordinate the





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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the Court

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF ILLINOIS  
NOTARY PUBLIC  
My Comm. Expires \_\_\_\_\_  
CP-31-6 (Rev. 1-1-00)

Property of Cook County Clerk's Office



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## SHOPPING CENTER LEGAL DESCRIPTION

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.8 FEET; THENCE EAST 679.5 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE EXTENDED NORTH, THENCE NORTHWESTERLY 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING, BEGINNING AT AFORESAID DESCRIBED POINT, THENCE NORTHEASTERLY 118.80 FEET, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY 83.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 16 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES 44 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B - 271453 CIRCUIT COURT OF COOK COUNTY, ILLINOIS ALL IN COOK COUNTY, ILLINOIS.

13-02-220-028-0000

13-02-220-035-8002

Address: 6665 N. Lincoln Ave. Chicago, IL 60659

Landlord hereby warrants and represents that the above legal description conforms to the Shopping Center as depicted on the Site Plan.

93771051

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MUNICIPAL CLERK OF COOK COUNTY

CHIEF CLERK OF COOK COUNTY  
MUNICIPAL CLERK OF COOK COUNTY  
MUNICIPAL CLERK OF COOK COUNTY

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93771051

COOK COUNTY CLERK'S OFFICE  
MUNICIPAL CLERK OF COOK COUNTY