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COOK COUNTY, ILLINOIS
CLERK OF RECORDS

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PURCHASE MONEY MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This indenture, made December 1, 1993, between BORNQUIST, INC., an Illinois corporation, as herein referred to as "Mortgagor" and CGH PARTNERSHIP, an Illinois general partnership, and its successors and assigns, herein referred to as "Mortgagee", witnesseth:

THAT, WHEREAS Mortgagor executed a Promissory Note for the payment of the deferred portion of the purchase price on the property described below, herein referred to as "the Note", with Mortgagee dated even date herewith in the principal sum of Five Hundred Thousand Dollars (\$500,000.00), in and by which the Mortgagee promises to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid as follows: monthly principal and interest installments of \$7,793.15 commencing on the first day of January, 1994, and on the first day of every month thereafter until the entire indebtedness is paid in full. All such payments on account of the indebtedness evidenced by the Note to be first applied to interest on the unpaid principal balance and the remainder to principal; all of said principal and interest being made payable at 7050 Lehigh Avenue, Chicago, Illinois, 60646; attention: John Berg, for the account of CGH Partnership, unless otherwise directed in writing.

NOW, THEREFORE, Mortgagor, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the Note and to secure the performance and observance of all the covenants, provisions, representations and agreements in this Mortgage and any other documents securing payment of the Note and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt whereof

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is hereby acknowledged, does by these presents grant, remise, release, alien mortgage and convey unto the Mortgagee, its successors and assigns, the following described real estate situated, lying and being in the City of Chicago, County of Cook and State of Illinois, to wit:

PARCEL 1:

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 72 FEET; THENCE SOUTH ALONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OF WITTBOLD'S INDIAN BOUNDARY PARK NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, 885.09 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 885.09 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PARCEL, THE NORTH 667.50 FEET, AS MEASURED ALONG THE WEST LINE THEREOF; THE SOUTH 15 FEET OF SAID PARCEL, AS MEASURED ALONG THE WEST LINE THEREOF; AND THE WEST 60 FEET OF SAID PARCEL, AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 32) IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY ROBINSON CLAY PRODUCT COMPANY, A CORPORATION OF MAINE, TO MERIC, INCORPORATED, A CORPORATION OF ILLINOIS, DATED MARCH 25, 1960 AND RECORDED APRIL 19, 1960 AS DOCUMENT 17832629, TO CONSTRUCT, MAINTAIN, USE, REPAIR AND REPLACE A DRIVEWAY FOR INGRESS AND EGRESS TO WEST ESTES AVENUE, IN, UPON, OVER AND ACROSS PREMISES DESCRIBED AS FOLLOWS:

THE WEST 90 FEET OF THE SOUTH 15 FEET OF THE FOLLOWING DESCRIBED TRACT, TO-WIT:

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 72 FEET; THENCE SOUTH ALONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OF WITTBOLD'S INDIAN BOUNDARY PARK NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, 885.09 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 885.09 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PARCEL THE SOUTH 160 FEET, AS MEASURED ALONG THE WEST LINE THEREOF), IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT MADE BY ROBINSON CLAY PRODUCTS COMPANY, A CORPORATION OF MAINE, TO MERIC. INCORPORATED, A CORPORATION OF ILLINOIS, DATED MARCH 25, 1960 AND RECORDED APRIL 19, 1960 AS DOCUMENT 17832629, AS AMENDED BY INSTRUMENT DATED JULY 19, 1960 AND RECORDED JULY 22, 1960 AS DOCUMENT 17915091, FOR THE CONSTRUCTION, MAINTENANCE, USE AND REPAIR AND REPLACEMENT OF A STORM AND SANITARY SEWER OR SEWERS NECESSARY TO SERVICE THE BUILDING OR BUILDINGS NOW OR HEREAFTER LOCATED ON PARCEL 1, ON, OVER, ACROSS AND UNDER THE PREMISES DESCRIBED AS FOLLOWS: THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED TRACT, TO-WIT: THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 32 AND THE SOUTHWESTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 72 FEET; THENCE SOUTH LONG THE CENTER LINE OF A DITCH (BEING ALSO THE EAST LINE OR WITTBOLD'S INDIAN BOUNDARY PARK NO. 2, A SUBDIVISION) 827.50 FEET; THENCE EAST TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD 885.09 FEET SOUTHEASTERLY (MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE AFORESAID) FROM THE NORTH LINE OF SAID FRACTIONAL SECTION 32; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 885.09 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM SAID PARCEL THE SOUTH 160 FEET, AS MEASURED ALONG THE WEST LINE THEREOF) TOGETHER WITH THE RIGHT TO CONNECT WITH AND TO USE ANY EXISTING STORM OR

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SANITARY SEWER PRESENTLY LOCATED IN SAID PREMISES, ALL IN COOK COUNTY, ILLINOIS.

Common Addresses: 7050 Lehigh Avenue, Chicago, Illinois, 60646

P.I.N.: 10-32-202-036-0000

which, with the property hereinafter described, is referred to herein as the "Premises",

Together with:

all buildings and improvements now or hereafter constructed or erected on the Premises, tenements, easements, fixtures, and appurtenances thereto now or hereafter on the Premises, chattels hereafter incorporated as fixtures and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power and ventilation; and all fire sprinklers, alarm systems and electronic monitoring equipment and devices;

all leasehold estates, right, title and interest of Mortgagor in any and all leases, subleases, arrangements or agreements relating to the use and occupancy of the Premises or any portion thereof, now or hereafter existing or entered into (all herein generally called "Leases"), together with all cash or security deposits, advance rentals and other deposits or payments of similar nature given in connection with any Leases;

all rents, issues, profits, royalties, income, avails, and other benefits now or hereafter derived from the Premises, under Leases or otherwise (all herein generally called "Rents"), subject to the right, power and authority given to the Mortgagor in the Assignment hereinafter referred to, to collect and apply the rents;

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

any interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Premises or other rights, interests or properties comprising and Premises now owned or hereafter acquired;

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all right, title and interest of Mortgagor now owned or hereafter acquired in and to (i) any land or vaults lying within the right-of-way of any street or alley, open or proposed, adjoining the Premises; (ii) any and all alleys, sidewalks, strips and gores of land adjacent to or used in connection with the Premises; and (iii) all easements, rights-of-way and rights used in connection with the Premises or as a means of access thereto;

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

To have and to hold the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

It is further understood and agreed that:

1. Until the indebtedness aforesaid shall be fully paid, the Mortgagor, its successors or assigns shall: (a) promptly repair, restore or rebuild any buildings or improvements now on the Premises which may become damaged or be destroyed; (b) keep said Premises and all improvements therein in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (c) not cause or allow any indebtedness to be secured by a lien or charge on the Premises; (d) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof as hereinafter provided; (e) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and any other charges against the Premises when due and immediately provide Mortgagee written proof

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of payment; (f) keep all buildings and improvements now or hereafter situated on said Premises insured on an all risk perils basis against loss or damage under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, and keep in effect comprehensive general liability insurance against bodily injury and property damage in limits not less than \$2,000,000.00 single limit coverage all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, to deliver renewal policies not less than 30 days prior to the respective dates of expiration; (g) suffer or permit no change in the occupancy or leasing of the Premises without the Mortgagee's prior written consent; and (h) not initiate or acquiesce in any zoning reclassification with respect to the Premises.

Subject to applicable law, and at any time Mortgagor is in default and thereafter Mortgagee shall have the option of requiring that Mortgagor pay to Mortgagee, or as Mortgagee reasonably directs, on the day monthly payments are due under the Note, a sum, which in the aggregate is reasonably estimated by Mortgagee as necessary to pay yearly real estate taxes on the Premises and yearly hazard property insurance premiums when due. If the amounts paid by Mortgagor pursuant to this paragraph are insufficient to pay the taxes and insurance premiums when due, Mortgagor shall pay such additional sums as are necessary upon demand of the Mortgagee. If the amounts paid by Mortgagor pursuant to this paragraph are under the sole control of the Mortgagee, Mortgagee shall make the necessary payments for taxes and insurance on or before their due dates.

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2. At the option of the Mortgagee, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, become due and payable (a) 10 days after notice from Mortgagee, as provided in the Note in the case of default in making payment of any payment of principal or interest on the Note; (b) upon the occurrence of any one of the events set forth in paragraph 8(c) through (g) of the Note; or (c) in the event of the failure of Mortgagor or its successors or assigns to comply with any of the covenants or agreements in this Mortgage and such default shall continue for 30 days after notice, unless Mortgagor is working diligently to cure a curable default, then so long as Mortgagor continues with due diligence to so cure.

3. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises.

4. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other

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items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and fourth, any overplus to Mortgagor, its legal representatives or assigns, as their rights may appear.

5. Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

6. And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may

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hereafter become due for the use of the Premises hereinabove described.

7. That if the Premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

8. In case of default, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient. All moneys paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including reasonable attorneys' fees, to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of twelve per cent (12%) per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing on account of any default hereunder on the part of Mortgagor.

9. If all or any part of the Premises secured by this Mortgage or any interest in it is sold, transferred or otherwise conveyed without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage.

If Mortgagee exercises this option, it shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of

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this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

10. In the event of the enactment after the date hereof by any legislative authority having jurisdiction of the Premises of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation of mortgage or debts secured by mortgages or the Mortgagee's interest in the Premises, or the method of collecting taxes, so as to affect this Mortgage or the Indebtedness Hereby Secured, or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided that if in the opinion of counsel for the Mortgagee the payment by Mortgagor of any such taxes or assessments shall be unlawful, then the Mortgagee may, by notice to the Mortgagor, declare the entire principal balance of the indebtedness hereby secured to be due and payable on a date specified in such notice not less than 180 days after the date of such notice, and the indebtedness hereby secured shall then be due and payable without premium or penalty on the date so specified in such notice.

11. The Mortgagee shall have the right to inspect the Premises at all reasonable times upon not less than twenty-four (24) hours advance notice and access thereto shall be permitted for that purpose.

12. The Mortgagor will, within ninety (90) days after the end of each fiscal year furnish to the Mortgagee the financial data of the Mortgagor, which it currently furnishes to its major supplier. A sample format of such submission is attached as Exhibit "A" hereto. Mortgagor shall also give notice to Mortgagee of the

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termination of any relationship with a supplier of 25% or more of Mortgagor's sales. Any such termination shall not be a default under the Note or Mortgage.

13. This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be, fixtures or property other than real estate (all herein called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions shall not limit the generality or applicability of any other provisions of this Mortgage but shall be in addition thereto:

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

(b) The Collateral is to be used by the Mortgagor solely for business purposes, being installed upon the Premises for Mortgagor's own use.

(c) The Collateral will be kept at the Premises and will not be removed therefrom without the consent of the Mortgagee (being the Secured Party as that term is used in the Code) by Mortgagor or any other person.

(d) The only persons having any interest in the Premises are the Mortgagor and Mortgagee.

(e) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office; and Mortgagor will at its own cost and expense, upon demand, furnish to the Mortgagee such further information and other documents in form satisfactory to the Mortgagee and will do all such acts and things as the Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the

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indebtedness hereby secured, subject to no adverse liens or encumbrances.

(f) Upon any default hereunder and at any time thereafter (such default not having previously been cured), the Mortgagee at its option may declare the entire remaining indebtedness immediately due and payable, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the Mortgagor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Mortgagor's right of redemption in satisfaction of the Mortgagor's obligations as provided in the Code. The Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Premises. The Mortgagee may require the Mortgagor to assemble the Collateral and make it available to the Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. The Mortgagee will give at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Mortgagor, at least five (5) days before the time of the sale or disposition. The Mortgagee may buy at any public sale, and if the Collateral is a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at any private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Real Estate comprised within the Premises, the Collateral and Real Estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the indebtedness hereby secured. The

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Mortgagee will account to the Mortgagor for any surplus realized on such disposition.

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

(h) The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

14. Mortgagor shall keep or cause the Premises to be kept free of hazardous materials, as defined in any federal, state or local law, ordinance rule or regulation ("Hazardous Materials") and, without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor a release of Hazardous Materials onto the Premises or onto any other property, and Mortgagor shall use its best efforts to prevent any intentional act or omission on the part of any tenant, subtenant or occupant from releasing Hazardous Materials onto the Premises or onto any other property.

Mortgagor shall (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state, and local governmental authorities and (ii) defend,

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indemnify and hold harmless Mortgagee, its employees and agents, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (d) any violation of laws, orders, regulations or requirements, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses. The indemnifications contained herein shall survive the repayment of the Note and the release of this Mortgage.

Provided, however, that nothing herein shall create an affirmative duty on the part of Mortgagor to investigate the environmental conditions on the Property at the inception of this Mortgage beyond the review of the Phase I Environmental Audit delivered to the Mortgagor from the Mortgagee pursuant to the terms of the Real Estate Sale Contract between the parties dated November 15, 1993.

15. Each right, power and remedy herein conferred upon the Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to

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exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

16. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and its successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein) and shall inure to the benefit of the Mortgagee and its successors and assigns. Wherever herein the Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of any of the Notes, whether so expressed or not; and each such from time to time holder of the Notes shall have and enjoy all of the rights, privileges, powers, options, benefits and security afforded hereby and hereunder, and may enforce every and all of the terms and provisions hereof, as fully and to the same extent and with the same effect as if such from time to time holder was herein by name specifically granted such rights, privileges, powers, options, benefits and security and was herein by name designated the Mortgagee.

17. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

18. The Mortgagee shall for a reasonable charge release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

19. Any notice, request, demand, approval or consent given or required to be given under this Mortgage, shall, except as otherwise specifically provided herein, be in writing and shall be

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deemed as having been given three (3) business days after the same has been mailed by United States registered or certified mail (return receipt requested), postage prepaid, to the other party at the respective addresses stated below or at the last changed address given by the party to be notified as hereinafter specified:

MORTGAGOR:

BORNQUIST, INC.
7050 Lehigh Avenue
Chicago, Illinois 60646

MORTGAGEE:

CGH PARTNERSHIP
c/o Pasquesi, Cengel & Pasquesi, P.C.
460 Central Avenue
Highland Park, Illinois 60035

Any party may, at any time change its address for the above purpose by mailing, as aforesaid, a notice stating the change and setting forth the new address.

20. Unless the context otherwise requires, any pronouns, wherever used herein, shall include the corresponding masculine, feminine or neither gender, as the case may be and the singular of any pronoun shall include the plural and vice versa.

21. The Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

22. This is a purchase money mortgage and is entitled to all the rights, privileges and priorities incident and appertaining thereto.

23. To the extent allowed by law, Mortgagor hereby waives any right of redemption from foreclosure that it may otherwise possess.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed the day and year first above written.

BORNQUIST, INC., an Illinois corporation

by: [Signature]
president
Attest: [Signature]
Asst. secretary

STATE OF ILLINOIS
COUNTY OF Cook

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named President and Secretary are personally known to me to be the President and Secretary of BORNQUIST, INC., an Illinois corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

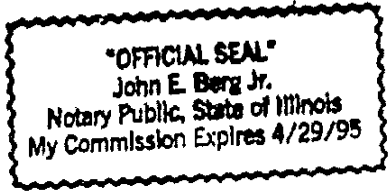
Given under my hand and official seal, this 1st day of DECEMBER, 1993

[Signature]
Notary Public

Commission expires APRIL 29, 1995

MAIL TO
→

This document was prepared by:
Thomas A. Cengel
Pasquesi, Cengel & Pasquesi, P.C.
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Highland Park, IL 60035
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John E. Borg
Cook County Clerk

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BORNQUIST, INC.

BALANCE SHEET

JUNE 30, 199_ and 199_

	<u>JUNE 30, 199_</u>	<u>JUNE 30, 199_</u>
<u>ASSETS</u>		
CASH		
ACCOUNTS RECEIVABLE		
INVENTORY		
PREPAID EXPENSES		
TOTAL CURRENT ASSETS	\$0	\$0
PROPERTY AND EQUIPMENT (net of depreciation)		
INVESTMENTS		
NOTE RECEIVABLE		
OTHER ASSETS		
TOTAL OTHER ASSETS	\$0	\$0
TOTAL ASSETS	\$0	\$0

<u>LIABILITIES</u>		
ACCOUNTS PAYABLE		
ACCRUED EXPENSES		
CURRENT MATURITIES - LONG TERM DEBT		
NOTE PAYABLE - BANK		
TOTAL CURRENT LIABILITIES	\$0	\$0
LONG TERM DEBT		
STOCKHOLDERS EQUITY	\$0	\$0
TOTAL LIAB & EQUITY	\$0	\$0

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FRIENDS	EXHIBIT "A"
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