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Box 15
#288341 SA PK-1
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LINCOLNWOOD ASSOCIATES

to

CHEMICAL BANK

MORTGAGE

DEPT-01 RECORDINGS \$137.61
147777 TRAN 2758 01/11/93 16:08:00
#5794 * -93-023659
COOK COUNTY RECORDER

Dated: As of January 8, 1993 DEPT-01 RECORDINGS \$1.39

Location: Cook County
Lincolnwood, Illinois TRAN 2757 01/11/93 16:04:00

RECORD AND RETURN TO: #5794 * -93-023659
COOK COUNTY RECORDER

Battle Fowler
280 Park Avenue
New York, New York 10017

Attention: Steven Koch, Esq.

Box 15
PK-1
Clerk's Office

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MORTGAGE

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2 THIS MORTGAGE made as of the 8 day of January,
3 1993, between LINCOLNWOOD ASSOCIATES, an Illinois general
4 partnership having an office c/o Melvin Simon & Associates,
5 Inc., Merchants Plaza, 115 West Washington Street,
6 Indianapolis, Indiana (hereinafter referred to as
7 "Mortgagor"), and CHEMICAL BANK, a New York banking
8 corporation having an office at 277 Park Avenue, New York,
9 New York 10172 (hereinafter referred to as "Mortgagee");

W I T N E S S E T H :

10
11 WHEREAS Mortgagor is the owner of a fee estate in the premises
12 described in Exhibit A attached hereto (hereinafter referred to as the
13 "Premises");

14 WHEREAS Mortgagee has previously extended a \$28,000,000 loan
15 (hereinafter referred to as the "Hollywood Loan") to Hollywood Associates, a
16 California limited partnership and Chinese North Associates, a California
17 limited partnership (Chinese North Associates and Hollywood Associates are
18 hereinafter collectively referred to as "Hollywood"), which Hollywood Loan is
19 (i) evidenced by that certain Deed of Trust Note (hereinafter referred to as
20 the "Hollywood Note") dated as of August 18, 1989 in the principal sum of
21 \$28,000,000 given by Hollywood to Mortgagee, (ii) secured by that certain Deed
22 of Trust (hereinafter referred to as the "Hollywood Deed of Trust") dated as
23 of August 18, 1989 in the principal sum of \$28,000,000 given by Hollywood to
24 First American Title Insurance Company for the use and benefit of Mortgagee
25 and recorded on August 23, 1989 in the Official Records of Los Angeles County,
26 California as Document No. 89-1352106, which Hollywood Deed of Trust covers

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27 Hollywood's interest in certain premises located in Los Angeles County,
28 California, as more particularly described in the Hollywood Deed of Trust, and
29 (iii) guaranteed in part by that certain Partial Guaranty of Payment
30 (hereinafter referred to as the "Hollywood Guaranty") dated as of August 18,
31 1989 given by Melvin Simon & Associates, Inc. (hereinafter referred to as
32 "MSA") to Mortgagee;

33 WHEREAS Mortgagee has also previously extended a loan in the
34 principal sum of \$7,125,000 (hereinafter referred to as the "SI-Lake Loan") to
35 SI-Lake Associates, an Indiana limited partnership (hereinafter referred to as
36 "SI-Lake") which SI-Lake Loan is (i) evidenced by that certain Amended and
37 Restated Deed To Secure Debt Note (hereinafter referred to as the "SI-Lake
38 Note") dated as of April 25, 1989 in the principal sum of \$7,125,000 given by
39 SI-Lake to Mortgagee, (ii) secured by that certain Deed to Secure Debt and
40 Security Agreement dated September 29, 1986 given by Lakeview at Gwinnett
41 Associates, L.P. to Mortgagee and recorded on October 1, 1986 in Book 2832 at
42 page 20 in the Office of the Clerk of the Superior Court, Gwinnett County,
43 Georgia, as amended pursuant to that certain First Amendment of Deed to Secure
44 Debt and Security Agreement dated as of April 25, 1989 and recorded in said
45 office in Book 5489 at page 30 (such Deed to Secure Debt and Security
46 Agreement, as so amended, is hereinafter referred to as the "SI-Lake Deed" the
47 Hollywood Deed of Trust and the SI-Lake Deed are hereinafter collectively
48 referred to as the "Existing Mortgages"), and (iii) guaranteed in part by that
49 certain Amended and Restated Partial Guaranty of Payment (hereinafter referred
50 to as the "SI-Lake Guaranty") dated as of April 25, 1989 given by MSA to
51 Mortgagee;

52 WHEREAS Mortgagee has also previously extended a loan in the
53 principal sum of \$2,375,000 (hereinafter referred to as the "Conroy Loan"; the
54 Hollywood Loan, SI-Lake Loan and Conroy Loan are hereinafter collectively
55 referred to as the "Loans") to Alexius C. Conroy, an individual (hereinafter

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56 referred to as "Conroy") which Conroy Loan is (i) evidenced by that certain
57 Amended and Restated Deed To Secure Debt Note dated as of April 25, 1989 in
58 the principal sum of \$2,375,000 given by Conroy to Mortgagee (hereinafter
59 referred to as the "Conroy Note"; the Hollywood Note, the SI-Lake Note and the
60 Conroy Note are hereinafter collectively referred to as the "Notes"), (ii)
61 secured by the SI-Lake Deed, and (iii) guaranteed in part by the SI-Lake
62 Guaranty;

63 WHEREAS Hollywood, SI-Lake and Conroy (hereinafter collectively
64 referred to as "Borrower") have requested that Mortgagee agree to an extension
65 of the maturity dates of the Loans;

66 WHEREAS Mortgagee was willing to agree to an extension of the
67 maturity dates of the Loans only if, among other things, (i) Borrower enter
68 into certain letter agreements simultaneously herewith providing for certain
69 amortization payments under the Loans (ii) Mortgagor execute and deliver to
70 Mortgagee that certain Security Agreement dated the date hereof (hereinafter
71 referred to as the "Security Agreement") pursuant to which Mortgagor
72 transfers, assigns, sets over and grants to Mortgagee, as security for the
73 repayment of the Debt (as such term is hereinafter defined) a security
74 interest in Mortgagor's interest in (a) a certain Taxable Industrial
75 Development Revenue Bond dated April 27, 1990 in the principal sum of
76 \$2,500,000 issued by the Village of Lincolnwood, Illinois in connection with
77 the Grossinger Motorcorp, Inc. (hereinafter referred to as "Grossinger")
78 project, (b) a certain Direct Obligation Note dated April 27, 1990 in the
79 principal sum of \$2,500,000 given by Lake Shore National Bank, not personally
80 but as Trustee pursuant to Trust Agreement dated as of February 1, 1990 and
81 known as Trust No. 6597 (hereinafter referred to as Trustee) to the Village of
82 Lincolnwood, Illinois, (c) a certain Second Mortgage and Assignment of Leases
83 and Rents dated April 27, 1990 in the principal sum of \$2,500,000 given by
84 Trustee to Mortgagor and recorded in Cook County, Illinois on May 1, 1990 as

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85 Document No. 90-199018, (d) a certain Assignment and Security Agreement dated
86 March 1, 1990 between the Village of Lincolnwood, Illinois and Mortgagor, and
87 (e) a certain Guaranty of Payment dated as of April 27, 1990 given by
88 Grossinger to Mortgagor and (iii) Mortgagor execute and deliver this Mortgage
89 to Mortgagee as security for the repayment of the Debt;

90 NOW THEREFORE, to secure (a) the payment of an indebtedness
91 evidenced by the Notes in the principal sum of THIRTY TWO MILLION ONE HUNDRED
92 ELEVEN THOUSAND SIX HUNDRED FORTY-SIX and 62/100 Dollars (\$32,111,646.62),
93 lawful money of the United States of America, to be paid with interest thereon
94 according to the terms and provisions of the Notes (including, without
95 limitation, all interest accruing after commencement of any proceeding against
96 or with respect to Mortgagor under the Bankruptcy Code 11 U.S.C. § 101 et.
97 seq., or any other federal or state bankruptcy, insolvency, receivership or
98 similar law at the rates specified in the Notes), (b) the payment of all sums
99 which may or shall become due under the Notes, the Existing Mortgages or the
100 other documents and instruments executed and delivered in connection with the
101 Loans (hereinafter referred to as the "Other Loan Documents") and the
102 performance of the respective obligations of Mortgagor and Borrower under the
103 Notes, the Existing Mortgages, the Other Loan Documents, this Mortgage or any
104 other document or instrument evidencing or securing the Loans, and (c) any and
105 all renewals and extensions of all or any part of the indebtedness and
106 liabilities described or referred to in (a) or (b) preceding (and
107 indebtedness, interest and all other sums which may or shall become due under
108 the Notes, the Existing Mortgages, the Other Loan Documents or this Mortgage
109 being hereinafter collectively referred to as the "Debt"), Mortgagor has
110 mortgaged, given, granted, bargained, sold, aliened, enfeoffed, conveyed,
111 confirmed and assigned, and by these presents does mortgage, give, grant,
112 bargain, sell, alien, enfeoff, convey, confirm and assign unto Mortgagee
113 forever all right, title and interest of Mortgagor now owned, or hereafter
114 acquired, in and to the following property, rights and interests (such

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115 property, rights and interests being hereinafter collectively referred to as
116 the "Mortgaged Property"):

117 (a) the Premises;

118 (b) all buildings and improvements now or hereafter located on
119 the Premises (hereinafter referred to as the "Improvements") and all
120 materials intended for construction, reconstruction, alteration or
121 repair of all such Improvements all of which materials shall be deemed
122 to be included within the Mortgaged Property immediately upon delivery
123 thereof to the Premises;

124 (c) all of the estate, right, title, claim or demand of any
125 nature whatsoever of Mortgagor, either in law or in equity, in
126 possession or expectancy, in and to the Mortgaged Property or any part
127 thereof;

128 (d) all easements, rights-of-way, gores of land, streets, ways,
129 alleys, passages, sewer rights, waters, water courses, water rights and
130 powers, and all estates, rights, titles, interests, privileges,
131 liberties, tenements, hereditaments, and appurtenances of any nature
132 whatsoever, in any way belonging, relating or pertaining to the
133 Mortgaged Property (including, without limitation, any and all
134 development rights, air rights or similar or comparable rights of any
135 nature whatsoever now or hereafter appurtenant to the Premises or now or
136 hereafter transferred to the Premises) and all land lying in the bed of
137 any street, road or avenue, opened or proposed, in front of or adjoining
138 the Premises to the center line thereof;

139 (e) all machinery, apparatus, equipment, fittings, fixtures and
140 other property of every kind and nature whatsoever owned by Mortgagor,

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141 or in which Mortgagor has or shall have an interest, now or hereafter
142 located upon the Mortgaged Property, or appurtenances thereto, or usable
143 in connection with the present or future operation and occupancy of the
144 Mortgaged Property and all building equipment, materials and supplies of
145 any nature whatsoever owned by Mortgagor, or in which Mortgagor has or
146 shall have an interest, now or hereafter located upon the Mortgaged
147 Property (hereinafter collectively referred to as the "Equipment"), and
148 the right, title and interest of Mortgagor in and to any of the
149 Equipment which may be subject to any security agreements (as defined in
150 the Uniform Commercial Code of the State in which the Premises are
151 located), superior in lien to the lien of this Mortgage;

152 (f) all awards or payments, including interest thereon, and the
153 right to receive the same, which may be made with respect to the
154 Mortgaged Property, whether from the exercise of the right of eminent
155 domain (including any transfer made in lieu of the exercise of said
156 right), or for any other injury to or decrease in the value of the
157 Mortgaged Property;

158 (g) all leases and other agreements affecting the use or
159 occupancy of the Mortgaged Property now or hereafter entered into and
160 the right to receive and apply the rents, issues and profits of the
161 Mortgaged Property (hereinafter referred to as the "Rents") to the
162 payment of the Debt (which Rents are pledged primarily and on a parity
163 with the remainder of the Mortgaged Property and not secondarily);

164 (h) all proceeds of and any unearned premiums on any insurance
165 policies covering the Mortgaged Property, including, without limitation,
166 the right to receive and apply the proceeds of any insurance, judgments,
167 or settlements made in lieu thereof, for damage to the Mortgaged
168 Property; and

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169 (i) the right, in the name and on behalf of Mortgagor, to appear
170 in and defend any action or proceeding brought with respect to the
171 Mortgaged Property and to commence any action or proceeding to protect
172 the interest of Mortgagee in the Mortgaged Property;

173 (j) all advertising material, guaranties, warranties, plans and
174 specifications, building permits, other permits, licenses, soil tests,
175 environmental reports, appraisals and any other documents, materials or
176 personal property of any kind now or hereafter existing in connection
177 with the use of the Mortgaged Property to the extent that Mortgagor has
178 the right to assign its property rights in any of the foregoing items
179 described in this subparagraph;

180 (k) all contracts of sale now or hereafter entered into in
181 connection with the Mortgaged Property and all right, title and interest
182 of Mortgagor thereunder including, without limitation, cash or
183 securities deposited thereunder to secure performance of purchasers of
184 their obligations thereunder and also including the right upon the
185 happening of an event of default thereunder to enforce the obligations
186 of such purchasers and to receive and collect the amounts deposited
187 thereunder and any and all further amounts which may be due under such
188 contracts of sale or due upon the consummation of such contracts of sale
189 to the extent that Mortgagor has the right to assign its property rights
190 in any of the foregoing items described in this subparagraph;

191 (l) all contracts and other agreements, if any, relating to
192 leasing, brokerage, construction, development, management, sale or
193 operation of the Mortgaged Property, or of any part thereof, or
194 otherwise appertaining to the Mortgaged Property, or any part thereof to
195 the extent that Mortgagor has the right to assign its property rights in
196 any of the foregoing items described in this subparagraph; and

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197 (m) all proceeds and products of the foregoing (a) through (i),
198 it being understood that the enumeration of any specific articles of
199 property shall in no way result in or be held to exclude any items of
200 property not specifically mentioned.

201 TO HAVE AND TO HOLD the above granted and described Mortgaged
202 Property unto and to the proper use and benefit of Mortgagee, and the
203 successors and assigns of Mortgagee, forever;

204 AND Mortgagor covenants and agrees with and represents and
205 warrants to Mortgagee as follows:

206 1. Payment of Debt. Mortgagor will pay the Debt at the time and
207 in the manner provided for its payment in the Notes, the Existing Mortgages,
208 the Other Loan Documents and this Mortgage without any offset, deduction or
209 credit whatsoever.

210 2. Warranty of Title. Subject only to those exceptions to title
211 specifically set forth in the title policy issued or to be issued by TICOR
212 Title Insurance Company to Mortgagee and insuring the lien of this Mortgage
213 (hereinafter collectively referred to as the "Permitted Exceptions"),
214 Mortgagor represents, and warrants, that it has good and marketable title to
215 an indefeasible fee interest in the Premises, the Improvements, the
216 Equipment, and the balance of the Mortgaged Property.

217 3. Insurance. (a) Mortgagor (i) will keep the Improvements and
218 the Equipment insured against loss or damage by fire, standard extended
219 coverage perils and such other hazards as Mortgagee shall from time to time
220 require in amounts approved by Mortgagee, which amounts shall in no event be
221 less than 100% of the full insurable value of the Improvements and the
222 Equipment and shall be sufficient to meet all applicable co-insurance

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223 requirements, and (ii) will maintain rental and business interruption
224 insurance and such other forms of insurance coverage with respect to the
225 Mortgaged Property as Mortgagee shall from time to time require in amounts
226 approved by Mortgagee. All policies of insurance (hereinafter referred to as
227 the "Policies") shall be issued by insurers having a minimum policy holders
228 rating of "A" per the latest rating publication of Property and Casualty
229 Insurers by A.M. Best Company and who are lawfully doing business in New York
230 and in the State in which the Premises are located and are otherwise
231 acceptable in all respects to Mortgagee, shall name Mortgagee as an additional
232 insured and shall provide for thirty (30) days' minimum written cancellation
233 notice to Mortgagee. All Policies shall contain the so-called replacement
234 cost or restoration endorsement, a waiver of subrogation endorsement, the
235 standard New York mortgagee non-contribution clause endorsement or an
236 equivalent endorsement satisfactory to Mortgagee naming Mortgagee as the
237 person to which all payments made by the insurer thereunder shall be paid, any
238 special endorsements required by occupancy leases (if any) as may from time to
239 time be required and approved by Mortgagee and shall otherwise be in form and
240 substance satisfactory in all respects to Mortgagee. Blanket insurance
241 policies shall not be acceptable for the purposes of this paragraph unless
242 otherwise approved to the contrary by Mortgagee. Mortgagor shall pay the
243 premiums for the Policies as the same become due and payable. At the request
244 of Mortgagee, Mortgagor will assign and deliver the Policies to Mortgagee.
245 Not later than thirty (30) days prior to the expiration date of each of the
246 Policies, Mortgagor will deliver to Mortgagee a renewal policy or policies
247 marked "premium paid" or accompanied by other evidence of payment of premium
248 satisfactory to Mortgagee. If at any time Mortgagee is not in receipt of
249 written evidence that all insurance required hereunder is in force and effect,
250 Mortgagee shall have the right without notice to Mortgagor to take such action
251 as Mortgagee deems necessary to protect its interest in the Mortgaged
252 Property, including, without limitation, the obtaining of such insurance
253 coverage as Mortgagee in its sole discretion deems appropriate, and all

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254 expenses incurred by Mortgagee in connection with such action or in obtaining
255 such insurance and keeping it in effect shall be paid by Mortgagor to
256 Mortgagee upon demand. Mortgagor shall at all times comply with and shall
257 cause the Improvements and Equipment and the use, occupancy, operation,
258 maintenance, alteration, repair and restoration thereof to comply with the
259 terms, conditions, stipulations and requirements of the Policies. If the
260 Premises, or any portion thereof, is located in a Federally designated
261 "special flood hazard area," in addition to the other Policies required under
262 this paragraph, a flood insurance policy shall be delivered by Mortgagor to
263 Mortgagee. If a portion of the Premises is located in a Federally designated
264 "special flood hazard area" such fact shall be substantiated by a certificate
265 in form satisfactory to Mortgagee from a licensed surveyor, appraiser or
266 professional engineer or other qualified person. If the Mortgaged Property
267 shall be damaged or destroyed, in whole or in part, by fire or other property
268 hazard or casualty, Mortgagor shall give prompt notice thereof to Mortgagee.
269 Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee
270 toward payment of the Debt whether or not then due and payable in such order,
271 priority and proportions as Mortgagee in its discretion shall deem proper or,
272 at the discretion of Mortgagee, the same may be paid, either in whole or in
273 part, to mortgagor for such purposes as Mortgagee shall designate. If
274 Mortgagee shall receive and retain such insurance proceeds, the lien of this
275 Mortgage shall be reduced only by the amount thereof received and retained by
276 Mortgagee and actually applied by Mortgagee in reduction of the Debt.

277 (b) In case of loss after a foreclosure by judicial proceeding
278 has been instituted, the proceeds of the Policies, if not applied in
279 rebuilding or restoring the Improvements pursuant to the terms hereof shall be
280 applied in payment or reduction of the Debt or in payment or reduction of the
281 amount due in accordance with any order of foreclosure that may be entered in
282 any such proceeding, and the balance, if any, shall be paid to the owner of
283 the equity of redemption if it shall then be entitled to the same or as the

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284 court may direct. In case of the foreclosure of this Mortgage by judicial
285 proceeding, the court in its order and upon notice to the insurer may provide
286 that the mortgagee's clause attached to each of the Policies may be cancelled
287 and that the purchaser at the foreclosure sale held in accordance with such
288 judicial proceeding may cause a new loss clause to be attached to each of the
289 Policies making the loss thereunder payable to said purchaser; and any such
290 foreclosure order may further provide that in case of one or more redemptions
291 under said order, pursuant to the statute in such case made and provided,
292 then, and in every such case, each successive redeemer may cause the
293 preceding loss clause attached to each of the Policies to be cancelled and a
294 new loss clause to be attached thereto, making the loss thereunder payable to
295 such redeemer. From and after the entry of a judgment of foreclosure all
296 such rights and powers shall continue in Mortgagee as a judgment creditor or
297 mortgagee until confirmation of sale. In the event of such foreclosure sale,
298 Mortgagee is hereby authorized, without the consent of Mortgagor, to assign
299 any and all of the Policies to the purchaser at the sale, or to take such
300 other steps as Mortgagee may deem advisable, to cause the interest of such
301 purchaser to be protected by any of the Policies.

302 (c) Mortgagor shall not take out separate insurance concurrent in
303 form or contributing in the event of loss with that required to be maintained
304 under this paragraph 3, unless Mortgagee has approved such insurance policy,
305 including, without limitation, the naming thereon of Mortgagee as a named
306 insured with loss payable to Mortgagee under a standard New York Mortgagee
307 non-contribution clause endorsement of the character above described.
308 Mortgagor shall immediately notify Mortgagee whenever any such separate
309 insurance is taken out and shall promptly deliver to Mortgagee the policy or
310 policies of such insurance or copies of certificates thereof.

311 4. Payment of Taxes, etc. Mortgagor shall pay all taxes,
312 assessments, water rates, sewer rents, permit, inspection and license fees and

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313 all other charges, including vault charges and license fees for the use of
314 vaults, chutes and similar areas adjoining the Premises, now or hereafter
315 levied or assessed against the Mortgaged Property or any part thereof
316 (hereinafter referred to as the "Taxes") prior to the date upon which any
317 fine, penalty, interest or cost may be added thereto or imposed by law for the
318 nonpayment thereof. Mortgagor shall deliver to Mortgagee, upon request,
319 accepted bills, cancelled checks and other evidence satisfactory to Mortgagee
320 evidencing the payment of the Taxes prior to the date upon which any fine,
321 penalty, interest or cost may be added thereto or imposed by law for the
322 nonpayment thereof. After prior notice to Mortgagee, in the case of any
323 material item, Mortgagor, at its own expense, may contest by appropriate legal
324 proceeding, promptly initiated and conducted in good faith and with due
325 diligence, the amount or validity or application in whole or in part of any of
326 the Taxes, provided that (i) no default exists under the Notes, the Existing
327 Mortgages or this Mortgage, (ii) Mortgagor is permitted to do so under the
328 provisions of any mortgage superior in lien to this Mortgage, if any,
329 (iii) such proceeding shall suspend the collection of the contested Taxes from
330 Mortgagor and from the Mortgaged Property, (iv) such proceeding shall be
331 permitted under and be conducted in accordance with the provisions of any
332 other instrument to which Mortgagor or the Mortgaged Property is subject and
333 shall not constitute a default thereunder, (v) neither the Mortgaged Property
334 nor any part thereof or interest therein will in the opinion of Mortgagee be
335 in danger of being sold, forfeited, terminated, cancelled or lost,
336 (vi) Mortgagor shall have set aside adequate reserves for the payment of the
337 contested Taxes, together with all interest and penalties thereon, and
338 (vii) Mortgagor shall have furnished such security as may be required in the
339 proceeding, or as may be requested by Mortgagee to insure the payment of the
340 contested Taxes, together with all interest and penalties thereon.

341 5. Escrow Fund Mortgagor will, at the option of Mortgagee, pay
342 to Mortgagee on the first day of each calendar month one-twelfth of an amount

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343 (hereinafter referred to as the "Escrow Fund") which would be sufficient to
344 pay the Taxes payable, or estimated by Mortgagee to be payable, during the
345 ensuing twelve (12) months. Mortgagee will apply the Escrow Fund to the
346 payment of Taxes which are required to be paid by Mortgagor pursuant to the
347 provisions of this Mortgage. If the amount of the Escrow Fund shall exceed
348 the amount of the Taxes payable by Mortgagor pursuant to the provisions of
349 this Mortgage, Mortgagee shall, in its discretion, (a) return any excess to
350 Mortgagor, or (b) credit such excess against future payments to be made to the
351 Escrow Fund. In allocating such excess, Mortgagee may deal with the person
352 shown on the records of Mortgagee to be the owner of the Mortgaged Property.
353 If the Escrow Fund is not sufficient to pay the Taxes, as the same become
354 payable, Mortgagor shall pay to Mortgagee, upon request, an amount which
355 Mortgagee shall estimate as sufficient to make up the deficiency. Until
356 expended or applied as above provided, any amounts in the Escrow Fund
357 deposited by Mortgagor pursuant to this paragraph 5 may be commingled with the
358 general funds of Mortgagee and shall constitute additional security for the
359 Debt and shall not bear interest. Notwithstanding the foregoing, Mortgagee
360 agrees that it shall not exercise its right to require the establishment of an
361 Escrow Fund pursuant to this paragraph unless a default shall have occurred
362 and be continuing beyond any applicable grace and cure period under the Notes,
363 the Existing Mortgages, the Other Loan Documents or this Mortgage or during
364 any period of time that Taxes are being escrowed under any mortgage which is
365 prior in lien to the lien of this Mortgage and which is otherwise approved by
366 Mortgagee.

367 6. Condemnation. Notwithstanding any taking by any public or
368 quasi-public authority through eminent domain or otherwise, payment of the
369 Debt shall continue at the time and in the manner provided for its payment in
370 the Notes, the Existing Mortgages, the Other Loan Documents and this Mortgage
371 and the Debt shall not be reduced until any award or payment therefor shall
372 have been actually received and applied by Mortgagee to the discharge of the

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373 Debt. Mortgagee may apply the entire amount of any such award or payment to
374 the discharge of the Debt whether or not then due and payable in such order,
375 priority and proportions as Mortgagee in its sole and absolute discretion
376 shall deem proper. If the Mortgaged Property is sold, through foreclosure or
377 otherwise, prior to the receipt by Mortgagee of such award or payment,
378 Mortgagee shall have the right, whether or not a deficiency judgment on any of
379 the Notes, shall have been sought, recovered or denied, to receive such award
380 or payment, or a portion thereof sufficient to pay the Debt, whichever is
381 less. Mortgagor shall file and prosecute its claim or claims for any such
382 award or payment in good faith and with due diligence and cause the same to be
383 collected and paid over to Mortgagee. Mortgagor hereby irrevocably authorizes
384 and empowers Mortgagee, in the name of Mortgagor or otherwise, to collect and
385 receipt for any such award or payment and to file and prosecute such claim or
386 claims. Although it is hereby expressly agreed that the same shall not be
387 necessary in any event, Mortgagor shall, upon demand of Mortgagee, make,
388 execute and deliver any and all assignments and other instruments sufficient
389 for the purpose of assigning any such award or payment to Mortgagee, free and
390 clear of any encumbrances of any kind or nature whatsoever. Notwithstanding
391 anything to the contrary contained in this paragraph, if a non-material part
392 of the Premises is taken through eminent domain or otherwise and if such
393 taking does not involve a material physical taking of the Improvements or any
394 portion thereof, any award given as a result of such taking may be retained by
395 Mortgagor, provided (i) no default shall have occurred and be continuing under
396 the Notes, the Existing Mortgages, the Other Loan Documents or this Mortgage,
397 and (ii) Mortgagor promptly commences and expeditiously completes any
398 necessary repair and restoration to the Premises and the Improvements.

399 7. Leases and Rents. Mortgagee waives the right to enter the
400 Mortgaged Property for the purpose of collecting the Rents, and grants
401 Mortgagor the right to collect the Rents. Mortgagor shall hold the Rents, or
402 an amount sufficient to discharge all current sums due on the Debt, in trust

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403 for use in payment of the Debt. The right of Mortgagor to collect the Rents
404 may be revoked by Mortgagee upon any default by Mortgagor or Borrower under
405 the terms of the Notes, the Existing Mortgages, the Other Loan Documents or
406 this Mortgage by giving notice of such revocation to Mortgagor. Following
407 such notice Mortgagee may retain and apply the Rents toward payment of the
408 Debt in such order, priority and proportions as Mortgagee, in its sole and
409 absolute discretion, shall deem proper, or to the operation, maintenance and
410 repair of the Mortgaged Property, and irrespective of whether Mortgagee shall
411 have commenced a foreclosure of this Mortgage or shall have applied or
412 arranged for the appointment of a receiver. Mortgagor shall not, without the
413 consent of Mortgagee, (a) make, or suffer to be made any Leases, (b) modify or
414 cancel any Leases, (c) (other than security deposits under the Leases) accept
415 prepayments of installments of the Rents for a period of more than one (1)
416 month in advance or further assign the whole or any part of the Rents, or
417 (d) waive, release, reduce, discount or otherwise discharge or compromise the
418 payment of the Rents. Mortgagor shall (a) fulfill or perform each and every
419 provision of the Leases on the part of Mortgagor to be fulfilled or performed,
420 (b) promptly send copies of all notices of default which Mortgagor shall send
421 or receive under the Leases to Mortgagee, and (c) enforce, short of
422 termination of the Leases, the performance or observance of the provisions
423 thereof by the tenants thereunder. In addition to the rights which Mortgagee
424 may have herein, in the event of any default under the Notes, the Existing
425 Mortgages or this Mortgage, Mortgagee, at its option, may require Mortgagor to
426 pay monthly in advance to Mortgagee, or any receiver appointed to collect the
427 Rents, the fair and reasonable rental value for the use and occupation of such
428 part of the Mortgaged Property as may be in possession of Mortgagor. Upon
429 default in any such payment, Mortgagor will vacate and surrender possession of
430 the Mortgaged Property to Mortgagee, or to such receiver and, in default
431 thereof, Mortgagor may be evicted by summary proceedings or otherwise.
432 Nothing contained in this paragraph shall be construed as imposing on
433 Mortgagee any of the obligations of the lessor under the Leases.

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434 8. Maintenance of the Mortgaged Property. Mortgagor shall cause
435 the Mortgaged Property to be maintained in good condition and repair and will
436 not commit or suffer to be committed any waste of the Mortgaged Property. The
437 Improvements and the Equipment shall not be removed, demolished or materially
438 altered (except for normal replacement of the Equipment), without the consent
439 of Mortgagee. Mortgagor shall promptly comply with all existing and future
440 governmental laws, orders, ordinances, rules and regulations affecting the
441 Mortgaged Property, or any portion thereof or the use thereof (including,
442 without limitation, all environmental and hazardous waste laws, orders,
443 ordinances, rules and regulations). Mortgagor absolutely and unconditionally
444 agrees to indemnify and hold Mortgagee harmless from and against any and all
445 loss, liability, cost or expense incurred by Mortgagee as a result of
446 Mortgagor's failure to comply with all existing and future governmental laws,
447 orders, ordinances, rules and regulations affecting the Mortgaged Property, or
448 any portion thereof or the use thereof (including, without limitation, all
449 environmental and hazardous waste laws, orders, ordinances, rules and
450 regulations), which indemnification shall be secured by and evidenced by this
451 Mortgage and shall survive the release and discharge of this Mortgage of
452 record, a foreclosure of this Mortgage, the acceptance by Mortgagee, its
453 nominee or wholly owned subsidiary of a deed or assignment in lieu of
454 foreclosure of this Mortgage, or the payment by Mortgagor of the Debt, or
455 other discharge of the Debt by operation of law or otherwise. Mortgagor shall
456 promptly repair, replace or rebuild any part of the Mortgaged Property which
457 may be damaged or destroyed by fire or other property hazard or casualty
458 (including any fire or other property hazard or casualty for which insurance
459 was not obtained or obtainable) or which may be affected by any taking by any
460 public or quasi-public authority through eminent domain or otherwise, and
461 shall complete and pay for, within a reasonable time, any structure at any
462 time in the process of construction or repair on the Premises. If such fire
463 or other property hazard or casualty shall be covered by the Policies,
464 Mortgagor's obligation to repair, replace or rebuild such portion of the

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465 Mortgaged Property shall be contingent upon Mortgagee paying Mortgagor the
466 proceeds of the Policies, or such portion thereof as shall be sufficient to
467 complete such repair, replacement or rebuilding, whichever is less. Mortgagor
468 will not, without obtaining the prior consent of Mortgagee, initiate, join in
469 or consent to any private restrictive covenant, zoning ordinance, or other
470 public or private restrictions, limiting or affecting the uses which may be
471 made of the Mortgaged Property or any part thereof.

472 9. Environmental Provisions. For the purposes of this paragraph
473 the following terms shall have the following meanings: (i) the term
474 "Hazardous Material" shall mean any material or substance that, whether by its
475 nature or use, is subject to regulation under any Environmental Requirement,
476 (ii) the term "Environmental Requirements" shall collectively mean the
477 Comprehensive Environmental Response, Compensation and Liability Act of 1980
478 (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49
479 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C.
480 §6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.),
481 the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution
482 Control Act (33 U.S.C. §1251 et seq.), all as presently in effect and as the
483 same may hereafter be amended, any regulation pursuant thereto, or any other
484 present or future law, ordinance, rule, regulation, order or directive
485 addressing environmental, health or safety issues of or by any Governmental
486 Authority, (iii) the term "Governmental Authority" shall mean the Federal
487 government, or any state or other political subdivision thereof, or any
488 agency, court or body of the Federal government, any state or other political
489 subdivision thereof, exercising executive, legislative, judicial, regulatory
490 or administrative functions, and (iv) the term "diligent inquiry" shall mean a
491 level of inquiry at least equal to an environmental site assessment of the
492 Mortgaged Property conducted in accordance with Mortgagee's environmental
493 policies and procedures. Mortgagor hereby represents and warrants to
494 Mortgagee that to the best of Mortgagor's knowledge after diligent inquiry

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495 (i) no Hazardous Material is currently located at, on, in, under or about the
496 Mortgaged Property, (ii) no Hazardous Material has been or is currently
497 located at, in, on, under or about the Mortgaged Property in a manner which
498 violates any Environmental Requirement, or which requires cleanup or
499 corrective action of any kind under any Environmental Requirement, (iii) no
500 releasing, emitting, discharging, leaching, dumping or disposing of any
501 Hazardous Material from the Mortgaged Property onto or into any other property
502 or from any other property onto or into the Mortgaged Property has occurred or
503 is occurring in violation of any Environmental Requirement, and (iv) no notice
504 of violation, lien, complaint, suit, order or other notice with respect to the
505 environmental condition of the Mortgaged Property is outstanding, nor has any
506 such notice been issued which has not been fully satisfied and complied with
507 in a timely fashion so as to bring the Mortgaged Property into full compliance
508 with all Environmental Requirements. Mortgagor shall comply, and shall cause
509 all tenants or other occupants of the Mortgaged Property to comply, in all
510 respects with all Environmental Requirements, and will not generate, store,
511 handle, process, dispose of or otherwise use, and will not permit any tenant
512 or other occupant of the Mortgaged Property to generate, store, handle,
513 process, dispose of or otherwise use, Hazardous Materials at, in, on, under or
514 about the Mortgaged Property in a manner that could lead or potentially lead
515 to the imposition on Mortgagor, Mortgagee or the Mortgaged Property of any
516 liability or lien of any nature whatsoever under any Environmental
517 Requirement. Mortgagor shall notify Mortgagee promptly in the event of any
518 spill or other release of any Hazardous Material at, in, on, under or about
519 the Mortgaged Property which is required to be reported to a Governmental
520 Authority under any Environmental Requirement, will promptly forward to
521 Mortgagee copies of any notices received by Mortgagor relating to alleged
522 violations of any Environmental Requirement and will promptly pay when due any
523 fine or assessment against Mortgagee, Mortgagor or the Mortgaged Property
524 relating to any Environmental Requirement. If at any time it is determined
525 that the operation or use of the Mortgaged Property violates any applicable

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526 Environmental Requirement or that there are Hazardous Materials located at,
527 in, on, under or about the Mortgaged Property which, under any Environmental
528 Requirement, require special handling in collection, storage, treatment or
529 disposal, or any other form of cleanup or corrective action, Mortgagor shall,
530 within thirty (30) days after receipt of notice thereof from any Governmental
531 Authority or from Mortgagee, take, at its sole cost and expense, such actions
532 as may be necessary to fully comply in all respects with all Environmental
533 Requirements, provided, however, that if such compliance cannot reasonably be
534 completed within such thirty (30) day period, Mortgagor shall commence such
535 necessary action within such thirty (30) day period and shall thereafter
536 diligently and expeditiously proceed to fully comply in all respects and in a
537 timely fashion with all Environmental Requirements. If Mortgagor fails to
538 timely take, or to diligently and expeditiously proceed to complete in a
539 timely fashion, any such action, Mortgagee may, in its sole and absolute
540 discretion, make advances or payments towards the performance or satisfaction
541 of the same, but shall in no event be under any obligation to do so. All sums
542 so advanced or paid by Mortgagee (including, without limitation, counsel and
543 consultant fees and expenses, investigation and laboratory fees and expenses,
544 and fines or other penalty payments) and all sums advanced or paid in
545 connection with any judicial or administrative investigation or proceeding
546 relating thereto, will immediately, upon demand, become due and payable from
547 Mortgagor and shall bear interest at the Default Rate (as hereinafter defined)
548 from the date any such sums are so advanced or paid by Mortgagee until the
549 date any such sums are repaid by Mortgagor to Mortgagee. Mortgagor will
550 execute and deliver, promptly upon request, such instruments as Mortgagee may
551 deem useful or necessary to permit Mortgagee to take any such action, and such
552 additional notes and mortgages, as Mortgagee may require to secure all sums so
553 advanced or paid by Mortgagee. If a lien is filed against the Mortgaged
554 Property by any Governmental Authority resulting from the need to expend or
555 the actual expending of monies arising from an action or omission, whether
556 intentional or unintentional, of Mortgagor or for which Mortgagor is

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557 responsible, resulting in the releasing, spilling, leaking, leaching, pumping,
558 emitting, pouring, emptying or dumping of any Hazardous Material into the
559 waters or onto land located within or without the state where the Mortgaged
560 Property is located, then Mortgagor will, within thirty (30) days from the
561 date that Mortgagor is first given notice that such lien has been placed
562 against the Mortgaged Property (or within such shorter period of time as may
563 be specified by Mortgagee if such Governmental Authority has commenced steps
564 to cause the Mortgaged Property to be sold pursuant to such lien) either
565 (a) pay the claim and remove the lien, or (b) furnish a cash deposit, bond, or
566 such other security with respect thereto as is satisfactory in all respects to
567 Mortgagee and is sufficient to effect a complete discharge of such lien on the
568 Mortgaged Property. Mortgagee may, at its option, at intervals of not less
569 than one year, or more frequently if Mortgagee reasonably believes that a
570 Hazardous Material or other environmental condition violates or threatens to
571 violate any Environmental Requirement, cause an environmental audit of the
572 Mortgaged Property or portions thereof to be conducted to confirm Mortgagor's
573 compliance with the provisions of this paragraph, and Mortgagor shall
574 cooperate in all reasonable ways with Mortgagee in connection with any such
575 audit and shall pay all costs and expenses incurred in connection therewith.
576 Mortgagor will defend, indemnify, and hold harmless Mortgagee, its employees,
577 agents, officers, and directors, from and against any and all claims, demands,
578 penalties, causes of action, fines, liabilities, settlements, damages, costs,
579 or expenses of whatever kind or nature, known or unknown, foreseen or
580 unforeseen, contingent or otherwise (including, without limitation, counsel
581 and consultant fees and expenses, investigation and laboratory fees and
582 expenses, court costs, and litigation expenses) arising out of, or in any way
583 related to, (i) any breach by Mortgagor of any of the provisions of this
584 paragraph, (ii) the presence, disposal, spillage, discharge, emission,
585 leakage, release, or threatened release of any Hazardous Material which is at,
586 in, on, under, about, from or affecting the Mortgaged Property, including,
587 without limitation, any damage or injury resulting from any such Hazardous

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588 Material to or affecting the Mortgaged Property or the soil, water, air,
589 vegetation, buildings, personal property, persons or animals located on the
590 Mortgaged Property or on any other property or otherwise, (iii) any personal
591 injury (including wrongful death) or property damage (real or personal)
592 arising out of or related to any such Hazardous Material, (iv) any lawsuit
593 brought or threatened, settlement reached, or order or directive of or by any
594 Governmental Authority relating to such Hazardous Material, or (v) any
595 violation of any Environmental Requirement or any policy or requirement of
596 Mortgagee hereunder. If this Mortgage is foreclosed or Mortgagor tenders a
597 deed or assignment in lieu of foreclosure, Mortgagor shall deliver the
598 Mortgaged Property to the purchaser at foreclosure or to Mortgagee, its
599 nominee, or wholly owned subsidiary, as the case may be, in a condition that
600 complies in all respects with all Environmental Requirements. The aforesaid
601 indemnification shall not be applicable to any claim, demand, penalty, cause
602 of action, fine, liability, settlement, damage, cost or other expense of any
603 type whatsoever (i) occasioned, arising and caused solely and directly as the
604 result of the gross negligence or willful misconduct of Mortgagee, its nominee
605 or wholly owned subsidiary or their respective employees or agents which
606 occurs prior to the date upon which Mortgagee, its nominee or wholly owned
607 subsidiary acquires possession of the Mortgaged Property by foreclosure of
608 this Mortgage, a sale of the Mortgaged Property pursuant to the provisions of
609 this Mortgage, acceptance of a deed or assignment in lieu of foreclosure or
610 sale or otherwise, (ii) occasioned, arising and caused solely and directly as
611 the result of the negligence or willful misconduct of Mortgagee, its nominee
612 or wholly owned subsidiary or their respective employees or agents which
613 occurs subsequent to the date upon which Mortgagee, its nominee or wholly
614 owned subsidiary acquires possession of the Mortgaged Property by foreclosure
615 of this Mortgage, a sale of the Mortgaged Property pursuant to the provisions
616 of this Mortgage, acceptance of a deed or assignment in lieu of foreclosure or
617 sale or otherwise, or (iii) occasioned, arising and caused solely and directly
618 as the result of any act of any person or party (other than an act of MSA or

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619 Mortgagor, their respective employees or agents or persons or parties under
620 the control of MSA or Mortgagor, or an act of Mortgagee, its nominee or wholly
621 owned subsidiary or their respective employees or agents which does not
622 constitute negligence or willful misconduct, or an act of any Governmental
623 Authority, including, without limitation, any change in any Environmental
624 Requirement) and occurring subsequent to the earlier to occur of (x) the date
625 of payment to Mortgagee in cash of the entire Debt, and (y) the date upon
626 which Mortgagee, its nominee or wholly owned subsidiary acquires possession of
627 the Mortgaged Property by foreclosure of this Mortgage, a sale of the
628 Mortgaged Property pursuant to the provisions of this Mortgage, acceptance of
629 a deed or assignment in lieu of foreclosure or sale or otherwise. The
630 aforesaid indemnification shall not be assignable in whole or in part by
631 Mortgagee except to a purchaser of the Notes, the Existing Mortgages and this
632 Mortgage or of a direct or conventional participation interest therein.
633 Except as hereinabove specifically provided to the contrary in this paragraph,
634 the obligations and liabilities of Mortgagor under this paragraph shall
635 survive and continue in full force and effect and shall not be terminated,
636 discharged or released, in whole or in part, irrespective of whether the Debt
637 has been paid in full and irrespective of any foreclosure of this Mortgage or
638 acceptance by Mortgagee, its nominee or wholly owned subsidiary of a deed or
639 assignment in lieu of foreclosure and irrespective of any other fact or
640 circumstance of any nature whatsoever.

641 10. Estoppel Certificates. Mortgagor, within ten (10) days after
642 request by Mortgagee and at its expense, will furnish Mortgagee with a
643 statement, duly acknowledged and certified, setting forth the amount of the
644 Debt and whether any offsets or defenses exist against the amount due and, if
645 any are alleged to exist, the nature of each such offset or defense shall be
646 set forth in full detail. Mortgagee, within ten (10) days after request by
647 Mortgagor and at its expense, will furnish Mortgagor with a statement setting

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648 forth the then outstanding principal balance of the Notes and the interest, if
649 any, accrued and unpaid thereon.

650 11. Transfer or Encumbrance of the Mortgaged Property. No part
651 of the Mortgaged Property nor any interest of any nature whatsoever therein
652 shall in any manner be further encumbered, sold, transferred, assigned or
653 conveyed, or permitted to be further encumbered, sold, transferred, assigned
654 or conveyed without the prior consent of Mortgagee, which consent in any and
655 all circumstances may be withheld in the sole and absolute discretion of
656 Mortgagee, provided, however, that any encumbrance created by any of the
657 documents and instruments executed and delivered in connection with a loan
658 made by Mortgagee shall not constitute a default hereunder. The provisions of
659 the foregoing sentence of this paragraph shall apply to each and every such
660 further encumbrance, sale, transfer, assignment or conveyance, regardless of
661 whether or not Mortgagee has consented to, or waived by its action or inaction
662 its rights hereunder with respect to, any such previous further encumbrance,
663 sale, transfer, assignment or conveyance, and irrespective of whether such
664 further encumbrance, sale, transfer, assignment or conveyance is voluntary, by
665 reason of operation of law or is otherwise made. Notwithstanding anything to
666 the contrary hereinabove set forth in this paragraph or in subparagraph 20(d)
667 of this Mortgage, it is expressly understood and agreed that interests in
668 Mortgagor may be conveyed or transferred subsequent to the date of this
669 Mortgage to persons or parties selected by Mortgagor without the consent of
670 Mortgagee, provided that (i) Mortgagor promptly informs Mortgagee of any such
671 conveyance or transfer and (ii) any such conveyance or transfer does not
672 result in the occurrence of a default under subparagraph 20(e) of this
673 Mortgage.

674 12. Notice. Any notice, request, demand, statement,
675 authorization, approval or consent made hereunder shall be in writing and
676 shall be hand delivered or sent by Federal Express, or other reputable courier

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577 service, or by postage pre-paid registered or certified mail, return receipt
678 requested, and shall be deemed given (i) when received at the following
679 addresses if hand delivered or sent by Federal Express, or other reputable
680 courier service, and (ii) three (3) business days after being postmarked and
681 addressed as follows if sent by registered or certified mail, return receipt
682 requested:

683 If to Mortgagor:

684 Lincolnwood Associates
685 C/o Melvin Simon & Associates, Inc.
686 Merchants Plaza - 15 South
687 P.O. Box 7033
688 Indianapolis, Indiana 46207
689 Attention: David E. Simon

690 With a copy to:

691 Dann Ieger Newman Talesnick & Kleiman
692 One American Square - Suite 2300
693 Indianapolis, Indiana 46282
694 Attention: James H. Schwarz, Esq.

695 If to Mortgagee:

696 Chemical Bank
697 Chemical Real Estate Finance Group - 12th Floor
698 277 Park Avenue
699 New York, New York 10172
700 Attention: Alan C. Breindel and Amy K. Stein

701 With a copy to:

702 Battle Fowler
703 280 Park Avenue
704 New York, New York 10017
705 Attention: Dean A. Stiffle, Esq.

706 Each party may designate a change of address by notice to the other party,
707 given at least fifteen (15) days before such change of address is to become
708 effective.

709 13. Sale of Mortgaged Property. If this Mortgage is foreclosed,
710 the Mortgaged Property, or any interest therein, may, at the discretion of
711 Mortgagee, be sold in one or more parcels or in several interests or portions
712 and in any order or manner. Without limiting the generality of the foregoing
713 provision, Mortgagor expressly agrees that Mortgagee may foreclose on all or
714 any part of the Mortgaged Property.

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715 14. Changes in Laws Regarding Taxation. In the event of the
716 passage after the date of this Mortgage of any law of the state in which the
717 Premises are located deducting from the value of real property for the purpose
718 of taxation any lien or encumbrance thereon or changing in any way the laws
719 for the taxation of mortgages or debts secured by mortgages for state or local
720 purposes or the manner of the collection of any such taxes, and imposing a
721 tax, either directly or indirectly, on this Mortgage, the Notes or the Debt,
722 Mortgagor shall, if permitted by law, pay any tax imposed as a result of any
723 such law within the statutory period or within fifteen (15) days after demand
724 by Mortgagee, whichever is less, provided, however, that if, in the opinion of
725 the attorneys for Mortgagee, Mortgagor is not permitted by law to pay such
726 taxes, Mortgagee shall have the right, at its option, to declare the Debt due
727 and payable on a date specified in a prior notice to Mortgagor of not less
728 than thirty (30) days.

729 15. No Credits on Account of the Debt. Mortgagor will not claim
730 or demand or be entitled to any credit or credits on account of the Debt for
731 any part of the Taxes assessed against the Mortgaged Property or any part
732 thereof and no deduction shall otherwise be made or claimed from the taxable
733 value of the Mortgaged Property, or any part thereof, by reason of this
734 Mortgage or the Debt.

735 16. Other Security for the Debt. Mortgagor shall observe and
736 perform all of the terms, covenants and provisions contained in the Notes, the
737 Existing Mortgages, the Other Loan Documents, this Mortgage and in all other
738 mortgages and other instruments or documents evidencing, securing or
739 guaranteeing payment of the Debt, in whole or in part, or otherwise executed
740 and delivered in connection with the Notes, the Existing Mortgages, the Other
741 Loan Documents, this Mortgage or the Loans evidenced and secured thereby on
742 Mortgagor's part to be observed or performed.

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743 17. Documentary Stamps. If at any time the United States of
744 America, any state thereof, or any governmental subdivision of any such state,
745 shall require revenue or other stamps to be affixed to the Notes, the Existing
746 Mortgages, or this Mortgage, Mortgagor will pay for the same, with interest
747 and penalties thereon, if any.

748 18. Right of Entry. Mortgagee and its agents shall have the
749 right to enter and inspect the Mortgaged Property at all reasonable times.

750 19. Performance of Other Agreements. Mortgagor shall observe and
751 perform each and every term to be observed or performed by Mortgagor pursuant
752 to the terms of any agreement or recorded instrument affecting or pertaining
753 to the Mortgaged Property.

754 20. Events of Default. The Debt shall become due at the option
755 of Mortgagee upon the occurrence of any one or more of the following events
756 (herein collectively referred to as "Events of Default"):

757 (a) if any portion of the Debt is not paid within the time and in
758 the manner required under the Notes and the Existing Mortgages or under
759 this Mortgage, as the case may be.

760 (b) if Mortgagor shall fail to pay within twenty (20) days of
761 notice and demand by Mortgagee, any installment of any assessment
762 against the Mortgaged Property for local improvements heretofore or
763 hereafter laid, which assessment is or may become payable in annual or
764 periodic installments; and is or may become a lien on the Mortgaged
765 Property, notwithstanding the fact that such installment may not be due
766 and payable at the time of such notice and demand;

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767 (c) if any Federal tax lien is filed against Mortgagor, any Guarantor
768 (as hereinafter defined) other than MSA or the Mortgaged Property or any
769 material Federal tax lien is filed against MSA and any such tax lien is not
770 discharged of record within thirty (30) days after the same is filed;

771 (d) if (except as provided to the contrary in paragraph 11 of
772 this Mortgage) without the consent of Mortgagee (which consent in any
773 and all circumstances may be withheld in the sole and absolute
774 discretion of Mortgagee) any part of the Mortgaged Property or any
775 interest of any nature whatsoever therein is in any manner further
776 encumbered, sold, transferred, assigned or conveyed, and irrespective of
777 whether any such further encumbrance, sale, transfer, assignment or
778 conveyance is voluntary, by reason or operation of law or is otherwise
779 made (other than in connection with any loan provided by Mortgagee);

780 (e) if at anytime at least one of Herbert Simon, Melvin Simon,
781 MSA or any wholly owned subsidiary of MSA shall not be a general partner
782 of Mortgagor or if at anytime at least one of any such parties shall not
783 be involved in controlling the management of the Mortgaged Property;

784 (f) if without the consent of Mortgagee any Improvement or the
785 Equipment (except for normal replacement of the Equipment) is removed,
786 demolished or materially altered, or if the Mortgaged Property is not
787 kept in good condition and repair;

788 (g) if the Policies are not kept in full force and effect, or if
789 the Policies are not assigned and delivered to Mortgagee upon request;

790 (h) if without the consent of Mortgagee any Leases are made,
791 cancelled or modified or if any portion of the Rents (other than

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792 security deposits under the Leases) is paid for a period of more than
793 one (1) month in advance or if any of the Rents are further assigned;

794 (i) if any representation of Mortgagor or any representation or
795 warranty of any person (herein referred to as a "Guarantor")
796 guaranteeing payment of the Debt or any portion thereof, or performance
797 by Mortgagor, Borrower or Guarantor of any of the terms of the Notes,
798 the Existing Mortgages or this Mortgage, made herein or in any such
799 guaranty or in any certificate, report, financial statement or other
800 instrument furnished in connection with the making of the Notes, the
801 Existing Mortgages, this Mortgage or in the Other Loan Documents or any
802 such guaranty, shall prove false or misleading in any material respect;

803 (j) if a court of competent jurisdiction enters a decree or order
804 for relief with respect to Mortgagor or any Guarantor under Title 11 of
805 the United States Code as now constituted or hereafter amended or under
806 any other applicable Federal or state bankruptcy law or other similar
807 law, or if such court enters a decree or order appointing a receiver,
808 liquidator, assignee, trustee, sequestrator (or similar official) of
809 Mortgagor or any Guarantor, or of any substantial part of their
810 respective properties, or if such court decrees or orders the winding up
811 or liquidation of the affairs of Mortgagor or any Guarantor;

812 (k) if Mortgagor or any Guarantor files a petition or answer or
813 consent seeking relief under Title 11 of the United States Code as now
814 constituted or hereafter amended, or under any other applicable Federal
815 or state bankruptcy law or other similar law, or if Mortgagor or any
816 Guarantor consents to the institution of proceedings thereunder or to
817 the filing of any such petition or to the appointment of or taking
818 possession by a receiver, liquidator, assignee, trustee, custodian,
819 sequestrator (or other similar official) of Mortgagor or any Guarantor,

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820 or of any substantial part of their respective properties, or if
821 Mortgagor or any Guarantor fails generally to pay their respective debts
822 as such debts become due, or if Mortgagor or any Guarantor takes any
823 action in furtherance of any action described in this subparagraph;

824 (1) INTENTIONALLY DELETED;

825 (m) if Mortgagor, Borrower, MSA, any Guarantor or any other
826 person shall be in default beyond applicable grace and cure periods, if
827 any, under the Notes, the Existing Mortgages, the Other Loan Documents,
828 the Security Agreement, this Mortgage or under any other mortgage,
829 instrument or document evidencing, securing or guaranteeing payment of
830 the Debt, in whole or in part, or otherwise executed and delivered in
831 connection with the Notes, the Existing Mortgages, the Security
832 Agreement, this Mortgage, the Other Loan Documents or the Loans
833 evidenced and secured thereby;

834 (n) if Mortgagor or any other person shall be in default beyond
835 applicable grace and cure periods, if any, under any mortgage or deed of
836 trust covering any part of the Mortgaged Property whether superior or
837 inferior in lien to this Mortgage, and including, without limitation,
838 any such mortgage or deed of trust now or hereafter held by Mortgagee;

839 (o) if the Mortgaged Property shall become subject (i) to any tax
840 lien, other than a lien for local real estate taxes and assessments not
841 due and payable, or (ii) to any lis pendens, notice of pendency, stop
842 order, notice of intention to file mechanic's or materialman's lien,
843 mechanic's or materialman's lien or other lien of any nature whatsoever
844 and the same shall not either be discharged of record or in the
845 alternative insured over to the satisfaction of Mortgagee by the title
846 company insuring the lien of this Mortgage within a period of

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847 thirty (30) days after the same is filed or recorded, and irrespective
848 of whether the same is superior or subordinate in lien or other priority
849 to the lien of this Mortgage and irrespective of whether the same
850 constitutes a perfected or inchoate lien or encumbrance on the Mortgaged
851 Property or is only a matter of record or notice; or

852 (p) if Mortgagor shall continue to be in default under any of the
853 other terms, covenants or conditions of this Mortgage for ten (10) days
854 after notice from Mortgagee in the case of any default which can be
855 cured by the payment of a sum of money or for thirty (30) days after
856 notice from Mortgagee in the case of any other default, provided that if
857 such default cannot reasonably be cured within such thirty (30) day
858 period and Mortgagor shall have commenced to cure such default within
859 such thirty (30) day period and thereafter diligently and expeditiously
860 proceeds to cure the same, such thirty (30) day period shall be extended
861 for so long as it shall require Mortgagor in the exercise of due
862 diligence to cure such default, it being agreed that no such extension
863 shall be for a period in excess of one hundred eighty (180) days.

864 21. Foreclosure; Expense of Litigation; Protective Advances.

865 When either (a) the Debt shall not be paid in full at maturity (whether by
866 acceleration or otherwise), or (b) an Event of Default shall have occurred and
867 be continuing (whether listed in paragraph 20 hereof or described elsewhere in
868 this Mortgage), Mortgagee shall have the right to accelerate the maturity of
869 all or any part of the Debt without notice to Mortgagor or any other person
870 and to foreclose the lien hereof by judicial action. In any suit to foreclose
871 the lien hereof or in any other action to enforce any other remedy of
872 Mortgagee under this Mortgage there shall be allowed and included as
873 additional indebtedness in the decree for sale, judgment of foreclosure or
874 other judgment or decree all expenditures and expenses which may be paid or
875 incurred by or on behalf of Mortgagee for attorneys' fees, paralegals' fees,

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876 appraisers' fees, outlays for documentary and expert evidence, stenographers'
877 charges, publication costs, and costs (which may be estimated as to items to
878 be expended after entry of the decree) of procuring all such abstracts of
879 title, title searches and examinations, title insurance policies, and similar
880 data and assurances with respect to title and value as Mortgagee may deem
881 reasonably necessary either to prosecute such suit or to evidence to bidders
882 at any sale pursuant to such decree the true condition of the title to or the
883 value of the Mortgaged Property. All expenditures and expenses of the nature
884 in this section mentioned and such expenses and fees as may be incurred in the
885 protection of the Mortgaged Property and the maintenance of the lien of this
886 Mortgage, including, but not limited to, the fees and expenses of any attorney
887 employed by Mortgagee in any litigation or proceeding affecting this Mortgage,
888 the Debt or the Mortgaged Property, including bankruptcy or probate
889 proceedings, or in the preparation for the commencement or defense of any
890 proceeding or threatened suit or proceeding, shall be immediately due and
891 payable by Mortgagee, with interest thereon at the Default Rate, and shall be
892 secured by this Mortgage.

893 Without limitation on the foregoing all advances, disbursements
894 and expenditures made by Mortgagee before and during a foreclosure, and before
895 and after judgment of foreclosure, and at any time prior to sale, and, where
896 applicable, after sale, and during the pendency of any related proceedings,
897 for the following purposes, in addition to those otherwise authorized by this
898 Mortgage or by the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. Ch. 110,
899 Sec. 15-1101 et. seq. (hereinafter referred to as the "Act"), shall have the
900 benefit of all applicable provisions of the Act, including those provisions of
901 the Act hereinbelow referred to (hereinafter collectively referred to as
902 "Protective Advances"):

903 (a) all advances by Mortgagee in accordance with the terms
904 of this Mortgage to: (i) preserve or maintain, repair, restore or

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905 rebuild the improvements; (ii) preserve the lien of this Mortgage or the
906 priority thereof; or (iii) enforce this Mortgage, as referred to in
907 subsection (b) (5) of Section 15-1302 of the Act;

908 (b) payments by Mortgagee of: (i) when due, installments
909 of principal, interest or other obligations in accordance with the terms
910 of any senior mortgage or other prior lien or encumbrance; (ii) when
911 due installments of real estate taxes and assessments (general and
912 special) and all other taxes and assessments of any kind or nature
913 whatsoever which are assessed or imposed upon the Mortgaged Property or
914 any part thereof; (iii) other obligations authorized by this Mortgage;
915 or (iv) with court approval, any other amounts in connection with other
916 liens, encumbrances or interests reasonably necessary to preserve the
917 status of title, as referred to in Section 15-1505 of the Act;

918 (c) advances by Mortgagee in settlement or compromise of
919 any claims asserted by claimants under senior mortgages or any other
920 prior liens;

921 (d) attorneys' fees and other expenses incurred: (i) in
922 connection with the foreclosure of this Mortgage as referred to in
923 sections 15-1504(d)(2) and 15-1510 of the Act; (ii) in connection with
924 any action, suit or proceeding brought by or against the Mortgagee for
925 the enforcement of this Mortgage or arising from the interest of the
926 Mortgagee hereunder; or (iii) in the preparation for the commencement or
927 defense of any such foreclosure or other action;

928 (e) Mortgagee's fees and costs, including attorneys' fees,
929 arising between the entry of judgment of foreclosure and conformation
930 hearing as referred to in subsection (b) (1) of Section 15-1508 of the
931 Act;

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932 (f) expenses deductible from proceeds of sale as referred
933 to in subsections (a) and (b) of Section 15-1512 of the Act;

934 (g) expenses incurred and expenditures made by Mortgagee
935 for any one or more of the following: (i) if all or any portion thereof
936 constitutes one or more units under a condominium declaration,
937 assessments imposed upon the unit owner thereof; (ii) if any interest in
938 the Mortgaged Property is a leasehold estate under a lease or sublease,
939 rentals or other payments required to be made by the lessee under the
940 terms of the lease or sublease; (iii) premiums for casualty and
941 liability insurance paid by Mortgagee whether or not Mortgagee or a
942 receiver is in possession, if reasonably required, in reasonable
943 amounts, and all renewals thereof, without regard to the limitation to
944 maintaining of existing insurance in effect at the time any receiver or
945 mortgagee takes possession of the Mortgaged Property imposed by
946 subsection (c) (1) of Section 15-1704 of the Act; (iv) repair or
947 restoration of damage or destruction in excess of available insurance
948 proceeds or condemnation awards; (v) payments required or deemed by
949 Mortgagee to be for the benefit of the Mortgaged Property or required to
950 be made by the owner of the Mortgaged Property under any grant or
951 declaration of easement, easement agreement, agreement with any
952 adjoining land owners or instruments creating covenants or restrictions
953 for the benefit of or affecting the Mortgaged Property; (vi) shared or
954 common expense assessments payable to any association or corporation in
955 which the owner of the Mortgaged Property is a member in any way
956 affecting the Mortgaged Property; (vii) if the loan secured hereby is a
957 construction loan, costs incurred by Mortgagee for demolition,
958 preparation for and completion of construction, as may be authorized by
959 the loan agreement therefor; and (viii) pursuant to any lease or other
960 agreement for occupancy of the Mortgaged Property.

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961 All Protective Advances shall be so much additional indebtedness
962 secured by this Mortgage, and shall become immediately due and payable without
963 notice and with interest thereon from the date of the advance until paid at
964 the Default Rate. This Mortgage shall be a lien for all Protective Advances
965 as to subsequent purchasers and judgment creditors from the time the Mortgage
966 is recorded pursuant to subsection (b) (1) of Section 15-1302 of the Act. All
967 Protective Advances shall, except to the extent, if any, that any of the same
968 is clearly contrary to or inconsistent with the provisions of the Act, apply
969 to and be included in: (i) determination of the amount of indebtedness secured
970 by this Mortgage at any time; (ii) the indebtedness found due and owing to
971 Mortgagee in the judgment of foreclosure and any subsequent supplemental
972 judgments, orders, adjudications or findings by the court of any additional
973 indebtedness becoming due after such entry of judgment, it being agreed that
974 in any foreclosure judgment, the court may reserve jurisdiction for such
975 purpose; (iii) if right of redemption has not been waived by this Mortgage,
976 computation of the amount required to redeem, pursuant to subsections (d) (2)
977 and (e) of Section 15-1603 of the Act; (iv) determination of amounts
978 deductible from sale proceeds pursuant to Section 15-1512 of the Act;
979 (v) application of income in the hands of any receiver or mortgagee in
980 possession; and (vi) computation of any deficiency judgment pursuant to
981 subsections (b) (2) and (e) of Section 15-1508 and Section 15-1511 of the Act.

982 Upon any sale made under or by virtue of this paragraph or by
983 virtue of judicial proceedings or of a judgment or decree of foreclosure and
984 sale, Mortgagee may bid for and acquire the Mortgaged Property or any part
985 thereof and in lieu of paying cash therefor, and upon compliance with the
986 terms of said sale, may hold, retain and dispose of such property without
987 further accountability therefor. Mortgagee may also make settlement for the
988 purchase price by crediting upon the indebtedness of Mortgagor secured by this
989 Mortgage the sale price, after deducting therefrom the expenses of the sale

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990 and the cost of the action and any other sums which Mortgagor is required to
991 pay or that Mortgagee is authorized to deduct under this Mortgage.

992 22. Application of Proceeds of Foreclosure Sale. The proceeds of
993 any foreclosure sale of the Mortgaged Property (or sale of property under the
994 last unnumbered paragraph of paragraph 21 hereof) shall be distributed and
995 applied in the following order of priority: first, on account of all costs
996 and expenses incident to the foreclosure proceedings (or sale, as the case may
997 be), including, without limitation, all such items as are mentioned in
998 paragraph 21; second, to the repayment of the Debt in such order as Mortgagee
999 shall determine in its sole and absolute discretion and all other items which
1000 under the terms hereof constitute secured indebtedness additional to that
1001 constituting the Debt, with interest thereon as herein provided; and third,
1002 any overplus to Mortgagor, its successors or assigns, as their rights may
1003 appear or as a court of competent jurisdiction might otherwise direct.

1004 23. Mortgagee's Right of Possession in Case of Default. (a) In
1005 any case in which under the provisions of this Mortgage, Mortgagee has a right
1006 to foreclose the lien hereof, Mortgagor shall, forthwith, upon demand by
1007 Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take
1008 actual possession of, the Mortgaged Property or any part thereof personally or
1009 by its agents or attorneys. In such event, Mortgagee in its discretion may,
1010 in accordance with law, enter upon and take and maintain possession of all or
1011 any part of the Mortgaged Property together with all documents, books,
1012 records, papers and accounts of Mortgagor or the then owner or party in
1013 possession of the Mortgaged Property relating thereto and may exclude
1014 Mortgagor, its agents or its servants wholly therefrom and may, as attorney in
1015 fact, as agent for Mortgagor or in its own name as Mortgagee, and under the
1016 powers herein granted, hold, operate, manage and control the Mortgaged
1017 Property and conduct the business, if any, thereof, either personally or by
1018 its agents, and with full power to use such measures, legal or equitable, as

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1019 in its discretion or in the discretion of its successors or assigns may be
1020 deemed proper or necessary to enforce the payment or security of the Rents,
1021 including actions for the recovery of rent, actions in forcible detainer and
1022 actions in distress for rent, and with full power: (i) to cancel or terminate
1023 any Leases for any cause or on any grounds which would entitle Mortgagor to
1024 cancel the same; (ii) to elect to disaffirm any Leases which are then
1025 subordinate to the lien hereof, unless such Leases are covered by a
1026 nondisturbance agreement signed by Mortgagee; (iii) to extend or modify any
1027 then existing Leases and to make new Leases, which extensions, modifications
1028 and new Leases may provide for terms to expire, or for options to lessees to
1029 extend or renew terms to expire, beyond the maturity date of the indebtedness
1030 secured hereby and beyond the date of the issuance of a deed or deeds to a
1031 purchaser or purchasers at a foreclosure sale, it being understood and agreed
1032 that any such Leases, and the options or other such provisions to be contained
1033 therein, shall be binding upon Mortgagor and all persons whose interests in
1034 the Mortgaged Property are subject to the lien hereof and upon the purchaser
1035 or purchasers at any foreclosure sale, notwithstanding any redemption from
1036 sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure
1037 decree, or issuance of any certificate of sale or deed to any purchaser;
1038 (iv) to make all necessary or proper repairs, decorating, renewals,
1039 replacements, alterations, additions, betterments and improvements to the
1040 Mortgaged Property as to it may seem judicious; (v) to insure and reinsure the
1041 same and all risks incidental to Mortgagee's possession, operation and
1042 management thereof; and (vi) to receive all such Rents. Mortgagor hereby
1043 grants to Mortgagee full power and authority to exercise each and every of the
1044 rights, privileges and powers herein granted at any and all times hereafter,
1045 without notice to Mortgagor. Without limitation on the foregoing, in addition
1046 to any rights granted Mortgagee hereunder or under applicable law, Mortgagee
1047 shall have all powers, rights and duties as provided for in Sections 15-1701,
1048 15-1702 and 15-1703 of the Act.

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1049 (b) From and after the occurrence of an Event of Default,
1050 Mortgagor shall be deemed to have constituted and appointed Mortgagee its true
1051 and lawful attorney-in-fact with full power of substitution either in the name
1052 of Mortgagee or in the name of Mortgagor, to exercise any of the powers
1053 granted to Mortgagee pursuant to this paragraph 23. Mortgagee shall not be
1054 obligated to perform or discharge, nor does it hereby undertake to perform or
1055 discharge, any obligation, duty or liability under any Leases. Mortgagor
1056 shall and does hereby agree to indemnify and hold Mortgagee harmless of and
1057 from any and all liability, loss or damage which Mortgagee may or might incur
1058 by reason of its performance of any action authorized under this paragraph 23
1059 and of and from any and all claims and demands whatsoever which may be
1060 asserted against Mortgagee by reason of any alleged obligations or
1061 undertakings on its part to perform or discharge any of the terms, covenants
1062 or agreements of Mortgagor.

1063 24. Application of Income Received by Mortgagee. Mortgagee, in
1064 the exercise of the rights and powers hereinabove conferred upon it by
1065 paragraph 7 and paragraph 23 hereof, shall have full power to use and apply
1066 the avails, rents, issues and profits of the Mortgaged Property to the payment
1067 of or on account of the following, in such order as Mortgagee in its sole and
1068 absolute discretion may determine:

1069 (a) to the payment of the operating expenses of the
1070 Mortgaged Property, including but not limited to the cost of the
1071 management and leasing thereof (which shall include compensation to
1072 Mortgagee or its agent or agents, if management is delegated to an agent
1073 or agents, and shall include lease commissions and other compensation
1074 and expenses of seeking and procuring tenants and entering into leases),
1075 established claims for damages, if any, and premiums on insurance
1076 hereinabove authorized;

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1077 (b) to the payment of taxes and special assessments now due
1078 or which may hereafter become due on the Mortgaged Property;

1079 (c) to the payment of all repairs, decorating, renewals,
1080 replacements, alterations, additions, betterments and improvements to
1081 the Mortgaged Property as will, in the judgment of Mortgagee, make it
1082 readily rentable; and

1083 (d) to the payment of any portion of the Debt or any
1084 deficiency which may result from any foreclosure sale.

1085 25. Right to Cure Defaults. Upon the occurrence of an Event of
1086 Default, Mortgagee shall have the right for so long as such Event of Default
1087 is continuing, but not the obligation, to make any payment or perform any act
1088 herein or in or with respect to any of the Debt required, in any form and
1089 manner deemed expedient, and may, but need not, make full or partial payments
1090 of principal or interest on prior encumbrances, if any, and purchase,
1091 discharge, compromise or settle any tax lien or other prior lien on title or
1092 claim thereof, or redeem from any tax sale or forfeiture affecting the
1093 Mortgaged Property or contest any tax or assessment. Anything to the contrary
1094 notwithstanding, Mortgagee may immediately take action to cure any default in
1095 the payment of taxes or insurance premiums or any other defaults regarding the
1096 priority or validity of the lien of this Mortgage or the physical condition of
1097 the Mortgaged Property without regard to the Mortgagor's cure rights, if any.
1098 All monies paid for any of the purposes herein authorized and all expenses
1099 paid or incurred in connection therewith, including, but not limited to,
1100 attorneys' fees and expenses, and any other monies advanced by Mortgagee to
1101 protect the Mortgaged Property and the lien hereof, shall be so much
1102 additional indebtedness secured hereby, and shall become immediately due and
1103 payable without notice and with interest thereon (calculated for the actual
1104 number of days elapsed on the basis of a 360-day year) at a rate per annum

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1105 equal to the greater on a daily basis of (i) 13%, or (ii) 5% plus the Prime
1106 Rate (herein referred to as the "Default Rate"), provided, however, that the
1107 Default Rate shall in no event exceed the maximum interest rate which
1108 Mortgagor may by law pay, for the period after notice from Mortgagee that such
1109 costs or expenses were incurred to the date of payment to Mortgagee. The term
1110 "Prime Rate" shall mean such rate of interest as is publicly announced by
1111 Mortgagee at its principal office from time to time as its prime rate.
1112 Inaction of Mortgagee shall never be construed as a waiver of any right
1113 accruing to it on account of any default on the part of Mortgagor under this
1114 Mortgage. Should the proceeds of the Debt or any part thereof, or any amount
1115 paid out or advanced hereunder by Mortgagee, be used directly or indirectly to
1116 pay off, discharge or satisfy, in whole or in part, any lien or encumbrance
1117 upon the Mortgaged Property or any part thereof on a parity with or prior or
1118 superior to the lien hereof, then as additional security hereunder, Mortgagee
1119 shall be subrogated to any and all rights, equal or superior titles, liens and
1120 equities, owned or claimed by any owner or holder of said outstanding liens,
1121 charges and indebtedness, however remote regardless of whether said liens,
1122 charges and indebtedness are acquired by assignment or have been released of
1123 record by the holder thereof upon payment. All such costs and expenses
1124 incurred by Mortgagee pursuant to the terms of this Mortgage, with interest,
1125 shall be secured by this Mortgage.

1126 26. Appointment of Receiver. Mortgagee, in any action to
1127 foreclose this Mortgage or upon the actual or threatened waste to any part of
1128 the Mortgaged Property or if an Event of Default occurs and is continuing,
1129 shall be at liberty, without notice, to apply for the appointment of a
1130 receiver of the Rents, and shall be entitled to the appointment of such
1131 receiver as a matter of right, without regard to the value of the Mortgaged
1132 Property as security for the Debt, or the solvency or insolvency of any person
1133 then liable for the payment of the Debt. Such receiver shall have power:
1134 (a) to collect the Rents during the pendency of such foreclosure suit and, in

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1135 case of a sale and a deficiency, during the full statutory period of
1136 redemption, if any, whether there be redemption or not, as well as during any
1137 further times when Mortgagor, except for the intervention of such receiver,
1138 would be entitled to collect such Rents; (b) to extend or modify any then
1139 existing Leases and to make new Leases, which extensions, modifications and
1140 new Leases may provide for terms to expire, or for options to lessees to
1141 extend or renewal terms to expire, beyond the maturity date of the
1142 indebtedness secured hereby and beyond the date of the issuance of a deed or
1143 deeds to a purchaser or purchasers at a foreclosure sale, it being understood
1144 and agreed that any such Leases, and the options or other such provisions to
1145 be contained therein, shall be binding upon Mortgagor and all persons whose
1146 interests in the Mortgaged Property are subject to the lien hereof and upon
1147 the purchaser or purchasers at any foreclosure sale, notwithstanding any
1148 redemption from any judgment or decree of foreclosure, discharge of the
1149 mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of
1150 any certificate of sale or deed to any purchaser; and (c) all other powers
1151 which may be necessary or are usual in such cases for the protection,
1152 possession, control, management and operation of the Mortgaged Property during
1153 the whole of said period. The court from time to time may authorize the
1154 receiver to apply the net income in his hand in payment in whole or in part
1155 to: (x) the Debt or any tax, special assessment or other lien which may be or
1156 become superior to the lien hereof or of such decree, provided such
1157 application is made prior to any foreclosure sale; and (y) the deficiency in
1158 the event of a sale and deficiency.

1159 27. Non-Waiver, Remedies Not Exclusive, Time of Essence. The
1160 failure of Mortgagee to insist upon strict performance of any term of this
1161 Mortgage shall not be deemed to be a waiver of any term of this Mortgage.
1162 Borrower and Mortgagor shall not be relieved of the obligation to pay the Debt
1163 at the time and in the manner provided for its payment in the Notes, the
1164 Existing Mortgagee, the Other Loan Documents and this Mortgage by reason of

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1165 (i) failure of Mortgagee to comply with any request of Mortgagor to take any
1166 action to foreclose this Mortgage or otherwise enforce any of the provisions
1167 hereof or of the Notes, the Existing Mortgages, the Other Loan Documents or
1168 any other mortgage, instrument or document evidencing, securing or
1169 guaranteeing payment of the Debt or any portion thereof, (ii) the release,
1170 regardless of consideration, of the whole or any part of the Mortgaged
1171 Property or any other security for the Debt, or (iii) any agreement or
1172 stipulation between Mortgagee and any subsequent owner or owners of the
1173 Mortgaged Property or other person extending the time of payment or otherwise
1174 modifying or supplementing the terms of the Notes, the Existing Mortgages, the
1175 Other Loan Documents, this Mortgage or any other mortgage, instrument or
1176 document evidencing, securing or guaranteeing payment of the Debt or any
1177 portion thereof, without first having obtained the consent of Mortgagor, and
1178 in the latter event, the obligation to pay the Debt shall continue at the time
1179 and in the manner provided in the Notes, the Existing Mortgages, the Other
1180 Loan Documents and this Mortgage, as so extended, modified and supplemented,
1181 unless expressly released and discharged from such obligation by Mortgagee in
1182 writing. Regardless of consideration, and without the necessity for any
1183 notice to or consent by the holder of any subordinate lien, encumbrance,
1184 right, title or interest in or to the Mortgaged Property, Mortgagee may
1185 release any person at any time liable for the payment of the Debt or any
1186 portion thereof or any part of the security held for the Debt and may extend
1187 the time of payment or otherwise modify the terms of the Notes, the Existing
1188 Mortgages, the Other Loan Documents or this Mortgage, including, without
1189 limitation, a modification of the interest rate payable on the principal
1190 balance of the Notes, without in any manner impairing or affecting this
1191 Mortgage or the lien thereof or the priority of this Mortgage, as so extended
1192 and modified, as security for the Debt over any such subordinate lien,
1193 encumbrance, right, title or interest. Mortgagee may resort for the payment
1194 of the Debt to any other security held by Mortgagee in such order and manner
1195 as Mortgagee, in its discretion, may elect. Mortgagee may take action to

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1196 recover the Debt, or any portion thereof, or to enforce any covenant hereof
1197 without prejudice to the right of Mortgagee thereafter to foreclose this
1198 Mortgage. Mortgagee shall not be limited exclusively to the rights and
1199 remedies herein stated but shall be entitled to every additional right and
1200 remedy now or hereafter afforded by law notwithstanding that some or all of
1201 the Debt may now or hereafter be otherwise secured, whether by mortgage, deed
1202 of trust, pledge, lien, assignment or otherwise. The rights and remedies of
1203 Mortgagee under this Mortgage shall be separate, distinct and cumulative and
1204 none shall be given effect to the exclusion of the others. No act of
1205 Mortgagee shall be construed as an election to proceed under any one provision
1206 herein to the exclusion of any other provision. No action for the enforcement
1207 of the lien hereof shall be subject to any defense which would not be good and
1208 available to the party interposing the same in an action at law upon the Debt.
1209 Neither the acceptance of this mortgage nor its enforcement, whether by court
1210 action or other powers herein contained, shall prejudice or in any manner
1211 affect Mortgagee's right to realize upon or enforce any other security now or
1212 hereafter held by Mortgagee. No acceptance of any payment of any one or more
1213 delinquent installments which does not include a late payment charge or
1214 interest at the Default Rate from the date of delinquency shall constitute a
1215 waiver of the right of Mortgagee at any time thereafter to demand and collect
1216 payment of any late payment charge and interest at such Default Rate. The
1217 foregoing sentence shall not be construed to reserve to Mortgagee the right to
1218 collect any late payment charge or interest at the Default Rate which may have
1219 been waived in writing by Mortgagee. Time is of the essence of this Mortgage
1220 and each of the covenants and provisions hereof.

1221 29. Liability. If Mortgagor consists of more than one person,
1222 the obligations and liabilities of each such person hereunder shall be joint
1223 and several.

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1224 29. Construction. The terms of this Mortgage shall be construed
1225 in accordance with the laws of the state in which the Premises are located.

1226 30. Security Agreement. All of the land, estate and property
1227 herein described, real, personal, intangible and mixed, whether affixed or
1228 annexed or not and all rights hereby conveyed and mortgaged, are intended so
1229 to be as a unit and are hereby understood, agreed and declared to form a part
1230 and parcel of the Premises mortgaged hereby and to be appropriated to the use
1231 of the Premises, and shall, for the purposes of this Mortgage, be deemed to be
1232 conveyed and mortgaged hereby. As to any of the property aforesaid which
1233 (notwithstanding the aforesaid declaration and agreement) does not so form
1234 part and parcel of said Premises, this Mortgage constitutes a real property
1235 mortgage, a "security agreement", a "fixture filing" and a "financing
1236 statement" within the meaning of the Uniform Commercial Code, and the
1237 Mortgaged Property includes both real and personal property and all other
1238 rights and interests, whether tangible or intangible in nature of Mortgagor in
1239 the Mortgaged Property. Mortgagor by executing and delivering this Mortgage
1240 has granted to Mortgagee, as security for the Debt, a security interest in the
1241 Equipment. If Mortgagor shall default under the Notes, the Existing
1242 Mortgages, the Other Loan Documents or this Mortgage and such default shall
1243 continue beyond any applicable grace and cure period, Mortgagee, in addition
1244 to any other rights and remedies which it may have, shall have and may
1245 exercise immediately and without demand any and all rights and remedies
1246 granted to a secured party upon default under the Uniform Commercial Code,
1247 including, without limiting the generality of the foregoing, the right to take
1248 possession of the Equipment or any part thereof, and to take such other
1249 measures as Mortgagee may deem necessary for the care, protection and
1250 preservation of the Equipment. Upon request or demand of Mortgagee, Mortgagor
1251 shall at its expense assemble the Equipment and make it available to Mortgagee
1252 at a convenient place acceptable to Mortgagee. Mortgagor shall pay to
1253 Mortgagee on demand any and all expenses, including legal expenses and

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1254 attorneys' fees, incurred or paid by Mortgagee in protecting its interest in
1255 the Equipment and in enforcing its rights hereunder with respect to the
1256 Equipment. Any notice of sale, disposition or other intended action by
1257 Mortgagee with respect to the Equipment sent to Mortgagor in accordance with
1258 the provisions of this Mortgage at least five (5) days prior to the date of
1259 any such sale, disposition or other action, shall constitute reasonable notice
1260 to Mortgagor, and the method of sale or disposition or other intended action
1261 set forth or specified in such notice shall conclusively be deemed to be
1262 commercially reasonable within the meaning of the Uniform Commercial Code
1263 unless objected to in writing by Mortgagor within five (5) days after receipt
1264 by Mortgagor of such notice. The proceeds of any sale or disposition of the
1265 Equipment, or any part thereof, may be applied by Mortgagee to the payment of
1266 the Debt in such order, priority and proportions as Mortgagee in its
1267 discretion shall deem proper.

1268 31. Further Acts, etc. Mortgagor will, at the cost of Mortgagor,
1269 and without expense to Mortgagee, do, execute, acknowledge and deliver all and
1270 every such further acts, deeds, conveyances, mortgages, assignments, notices
1271 of assignments, transfers and assurances as Mortgagee shall, from time to
1272 time, require for the better assuring, conveying, assigning, transferring and
1273 confirming unto Mortgagee the property and rights hereby mortgaged or intended
1274 now or hereafter so to be, or which Mortgagor may be or may hereafter become
1275 bound to convey or assign to Mortgagee, or for carrying out the intention or
1276 facilitating the performance of the terms of this Mortgage or for filing,
1277 registering or recording this Mortgage and, on demand, will execute and
1278 deliver and hereby authorizes Mortgagee to execute in the name of Mortgagor to
1279 the extent Mortgagee may lawfully do so, one or more financing statements,
1280 chattel mortgages or comparable security instruments, to evidence more
1281 effectively the lien hereof upon the Mortgaged Property.

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1282 32. Headings, etc. The headings, titles and captions of various
1283 paragraphs of this Mortgage are for convenience of reference only and are not
1284 to be construed as defining or limiting, in any way, the scope or intent of
1285 the provisions hereof.

1286 33. Filing of Mortgage, etc. Mortgagor forthwith upon the
1287 execution and delivery of this Mortgage and thereafter, from time to time,
1288 will cause this Mortgage, and any security instrument creating a lien or
1289 evidencing the lien hereof upon the Mortgaged Property and each instrument of
1290 further assurance to be filed, registered or recorded in such manner and in
1291 such places as may be required by any present or future law in order to
1292 publish notice of and fully to protect, preserve and perfect the lien hereof
1293 upon, and the interest of Mortgagee in, the Mortgaged Property. Mortgagor
1294 will pay all title insurance premiums, escrow charges, filing, registration
1295 and recording fees, and all expenses incident to the preparation, execution
1296 and acknowledgement of this Mortgage, any mortgage supplemental hereto, any
1297 security instrument with respect to the Mortgaged Property, and any instrument
1298 of further assurance, and all Federal, state, county and municipal taxes,
1299 duties, imposts, assessments and charges arising out of or in connection with
1300 the execution and delivery of this Mortgage, any mortgage supplemental hereto,
1301 any security instrument with respect to the Mortgaged Property or any
1302 instrument of further assurance. Mortgagor shall hold harmless and indemnify
1303 Mortgagee, its successors and assigns, against any liability incurred by
1304 reason of the imposition of any tax on the making and recording of this
1305 Mortgage.

1306 34. Usury Laws. This Mortgage and the Notes are subject to the
1307 express condition that at no time shall interest be required to be paid on the
1308 principal balance due under the Notes at a rate which could subject the holder
1309 of the Notes to either civil or criminal liability as a result of being in
1310 excess of the maximum interest rate permitted by law to contract or agree to

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1311 pay. By the terms of this Mortgage, the Existing Mortgages, the Other Loan
1312 Documents or the Notes, interest is required to be paid on the principal
1313 balance due under the Notes at a rate in excess of such maximum rate, the rate
1314 of interest under the Notes shall be deemed to be immediately reduced to such
1315 maximum rate and the interest payable shall be computed at such maximum rate
1316 and all prior interest payments in excess of such maximum rate shall be
1317 applied and shall be deemed to have been payments in reduction of the
1318 principal balance of the Notes.

1319 35. Sole Discretion of Mortgagee. Except as may otherwise be
1320 expressly provided to the contrary, wherever pursuant to the Notes, the
1321 Existing Mortgages, the Other Loan Documents, this Mortgage, or any other
1322 document or instrument now or hereafter executed and delivered in connection
1323 therewith or otherwise with respect to the Loans secured hereby, Mortgagee
1324 exercises any right given to it to consent or not consent, or to approve or
1325 disapprove, or any arrangement or term is to be satisfactory to Mortgagee, the
1326 decision of Mortgagee to consent or not consent, or to approve or disapprove
1327 or to decide that arrangements or terms are satisfactory or not satisfactory,
1328 shall be in the sole and absolute discretion of Mortgagee and shall be final
1329 and conclusive.

1330 36. Reasonableness. If at any time Mortgagor believes that
1331 Mortgagee has not acted reasonably in granting or withholding any approval or
1332 consent under the Notes, the Existing Mortgages, the Other Loan Documents,
1333 this Mortgage, or any other document or instrument now or hereafter executed
1334 and delivered in connection therewith or otherwise with respect to the Loans
1335 secured hereby, as to which approval or consent either Mortgagee has expressly
1336 agreed to act reasonably, or absent such agreement, a court of law having
1337 jurisdiction over the subject matter would require Mortgagee to act
1338 reasonably, then Mortgagor's sole remedy shall be to seek injunctive relief or
1339 specific performance and no action for monetary damages or punitive damages

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1 1 0 1 0 1 1 1

1340 shall in any event or under any circumstance be maintained by Mortgagor
1341 against Mortgagee.

1342 37. Business Purpose. Mortgagor represents that the obligations
1343 evidenced by the Notes constitute business loans which come within the purview
1344 of subparagraph (1)(c) of Section 4 of "an act in relation to the rate of
1345 interest and any other changes in connection with sales on credit and the
1346 lending of money," approved May 24, 1879, as amended (Ill. Rev. Stats., 1981
1347 ed., Ch. 17, Sec. 6404(1)(c)).

1348 38. Recovery of Sums Required To Be Paid. Mortgagee shall have
1349 the right from time to time to take action to recover any sum or sums which
1350 constitute a part of the Debt as the same become due, without regard to
1351 whether or not the balance of the Debt shall be due, and without prejudice to
1352 the right of Mortgagee thereafter to bring an action of foreclosure, or any
1353 other action, for a default or defaults by Borrower or Mortgagor existing at
1354 the time such earlier action was commenced.

1355 39. Authority. Mortgagor (and the undersigned representative of
1356 Mortgagor, if any) has full power, authority and legal right to execute this
1357 Mortgage, and to mortgage give, grant, bargain, sell, alien, encroach, convey,
1358 confirm and assign the Mortgaged Property pursuant to the terms hereof and to
1359 keep and observe all of the terms of this Mortgage on Mortgagor's part to be
1360 performed.

1361 40. Actions and Proceedings. Mortgagee shall have the right to
1362 appear in and defend any action or proceeding brought with respect to the
1363 Mortgaged Property and to bring any action or proceeding, in the name and on
1364 behalf of Mortgagor, which Mortgagee, in its discretion, feels should be
1365 brought to protect its interest in the Mortgaged Property.

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1366 41. Inapplicable Provisions. If any term, covenant or condition
1367 of this Mortgage shall be held to be invalid, illegal or unenforceable in any
1368 respect, this Mortgage shall be construed without such provision.

1369 42. Duplicate Originals. This Mortgage may be executed in any
1370 number of duplicate originals and each such duplicate original shall be deemed
1371 to constitute but one and the same instrument.

1372 43. Certain Definitions. Unless the context clearly indicates a
1373 contrary intent or unless otherwise specifically provided herein, words used
1374 in this Mortgage shall be used interchangeably in singular or plural form and
1375 the word "Mortgagor" shall mean each Mortgagor and any subsequent owner or
1376 owners of the Mortgaged Property or any part thereof or interest therein; the
1377 word "Mortgagee" shall mean Mortgagee or any subsequent holder of the Notes;
1378 the word "Notes" shall mean the Notes or any other evidence of indebtedness
1379 secured by this Mortgage; the word "Guarantor" shall mean each person
1380 guaranteeing payment of the Debt or any portion thereof or performance by
1381 Mortgagor of any of the terms of this Mortgage and their respective heirs,
1382 executors, administrators, legal representatives, successors and assigns; the
1383 word "person" shall include an individual, corporation, partnership, trust,
1384 unincorporated association, government, governmental authority, or other
1385 entity; the words "Mortgaged Property" shall include any portion of the
1386 Mortgaged Property or interest therein; the word "Debt" shall mean all sums
1387 secured by this Mortgage; and the word "default" shall mean the occurrence of
1388 any default by Mortgagor or other person in the observance or performance of
1389 any of the terms, covenants or provisions of the Notes, the Existing
1390 Mortgages, the Other Loan Documents, or this Mortgage on the part of Borrower,
1391 Mortgagor, MSA, Guarantor or such other person to be observed or performed
1392 without regard to whether such default constitutes or would constitute upon
1393 notice or lapse of time, or both, an Event of Default under this Mortgage.
1394 Whenever the context may require, any pronouns used herein shall include the

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1395 corresponding masculine, feminine or neuter forms, and the singular form of
1396 nouns and pronouns shall include the plural and vice versa.

1397 44. Waiver of Notice. Mortgagor shall not be entitled to any
1398 notices of any nature whatsoever from Mortgagee except with respect to matters
1399 for which this Mortgage specifically and expressly provides for the giving of
1400 notice by Mortgagee to Mortgagor, and Mortgagor hereby expressly waives the
1401 right to receive any notice from Mortgagee with respect to any matter for
1402 which this Mortgage does not specifically and expressly provide for the giving
1403 of notice by Mortgagee to Mortgagor.

1404 45. No Oral Change. This Mortgage may only be modified, amended
1405 or changed by an agreement in writing signed by Mortgagor and Mortgagee, and
1406 may only be released, discharged or satisfied of record by an agreement in
1407 writing signed by Mortgagee. No waiver of any term, covenant or provision of
1408 this Mortgage shall be effective unless given in writing by Mortgagee and if
1409 so given by Mortgagee shall only be effective in the specific instance in
1410 which given. Mortgagor acknowledges that the Notes, the Existing Mortgages,
1411 the Other Loan Documents, this Mortgage and the other documents and
1412 instruments executed and delivered in connection therewith or otherwise in
1413 connection with the Loans secured hereby set forth the entire agreement and
1414 understanding of Mortgagor and Mortgagee with respect to the Loans secured
1415 hereby and that no oral or other agreements, understandings, representations
1416 or warranties exist with respect to the Loans secured hereby other than those
1417 set forth in the Notes, the Existing Mortgages, the Other Loan Documents, this
1418 Mortgage and such other executed and delivered documents and instruments.

1419 46. Absolute and Unconditional Obligation. Mortgagor
1420 acknowledges the obligation to pay the Debt in accordance with the provision
1421 of the Notes, the Existing Mortgages, the Other Loan Documents and this
1422 Mortgage is and shall at all times continue to be absolute and unconditional

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1423 in all respects, and shall at all times be valid and enforceable irrespective
1424 of any other agreements or circumstances of any nature whatsoever which might
1425 otherwise constitute a defense to the Notes, the Existing Mortgages, the Other
1426 Loan Documents or this Mortgage or otherwise with respect to the Loans secured
1427 hereby, and Mortgagor absolutely, unconditionally and irrevocably waives any
1428 and all right to assert any defense (other than payment and performance),
1429 setoff, counterclaim or crossclaim of any nature whatsoever with respect to
1430 the obligation to pay the Debt in accordance with the provisions of the Notes,
1431 the Existing Mortgages, the Other Loan Documents and this Mortgage or
1432 otherwise with respect to the Loans secured hereby in any action or proceeding
1433 brought by Mortgagee to collect the Debt, or any portion thereof, or to
1434 enforce, foreclose and realize upon the lien and security interest created by
1435 this Mortgage or any other document or instrument securing repayment of the
1436 Debt, in whole or in part.

1437 47. WAIVER OF TRIAL BY JURY. MORTGAGOR HEREBY IRREVOCABLY AND
1438 UNCONDITIONALLY WAIVES, AND MORTGAGEE BY ITS ACCEPTANCE OF THIS MORTGAGE
1439 IRREVOCABLY AND UNCONDITIONALLY WAIVES, ANY AND ALL RIGHTS TO TRIAL BY JURY IN
1440 ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR
1441 OTHERWISE RELATING TO THE NOTES, THE EXISTING MORTGAGES, THE OTHER LOAN
1442 DOCUMENTS, THIS MORTGAGE, AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR
1443 HEREAFTER EXECUTED AND DELIVERED IN CONNECTION THEREWITH OR THE LOANS.

1444 48. Waiver of Statutory Rights. Mortgagor shall not and will not
1445 apply for or avail itself of any appraisal, valuation, stay, extension or
1446 exemption laws, or any so-called "Moratorium Laws", now existing or hereafter
1447 enacted, in order to prevent or hinder the enforcement or foreclosure of this
1448 Mortgage, but hereby waives the benefit of such laws to the full extent that
1449 Mortgagor may do so under applicable law. Mortgagor for itself and all who
1450 may claim through or under it waives any and all right to have the property
1451 and estates comprising the Mortgaged Property marshalled upon any foreclosure

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1452 of the lien of this Mortgage and agrees that any court having jurisdiction to
1453 foreclose such lien may order the Mortgaged Property sold as an entirety.
1454 Mortgagor hereby waives for itself and all who may claim through or under it,
1455 any and all rights of redemption from sale under any order or decree of
1456 foreclosure of this Mortgage. The foregoing waiver of right of redemption is
1457 made pursuant to the provisions of Ill. Rev. Stat. Ch. 110 § 15-1601(b).

1458 49. Relationship. The relationship of Mortgagee to Mortgagor
1459 hereunder is strictly and solely that of mortgagee and mortgagor and nothing
1460 contained in the Notes, the Existing Mortgages, the Other Loan Documents, this
1461 Mortgage or any other document or instrument now or hereafter executed and
1462 delivered in connection therewith or otherwise in connection with the Loans
1463 secured hereby is intended to create, or shall in any event or under any
1464 circumstance be construed as creating, a partnership, joint venture, tenancy-
1465 in-common, joint tenancy or other relationship of any nature whatsoever
1466 between Mortgagee and Mortgagor other than mortgagee and mortgagor.

1467 50. Exculpation. Notwithstanding anything to the contrary
1468 contained in the Notes, the Existing Mortgages, the Other Loan Documents and
1469 this Mortgage, the liability and obligation of Mortgagor to perform and
1470 observe and make good the obligations contained in the Notes, the Existing
1471 Mortgages, the Other Loan Documents and this Mortgage and to pay the Debt in
1472 accordance with the provisions of the Notes, the Existing Mortgage and the
1473 Other Loan Documents and this Mortgage shall not be enforced by any action or
1474 proceeding wherein damages or any money judgment or any deficiency judgment or
1475 any judgment establishing any personal obligation or liability shall be
1476 sought, collected or otherwise obtained against Mortgagor or against any past,
1477 present or future partner, officer, director or shareholder of Mortgagor, and
1478 Mortgagee for itself and its successors and assigns irrevocably waives any and
1479 all right to sue for, seek or demand any such damages, money judgment,
1480 deficiency judgment or personal judgment against Mortgagor or against any

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1481 past, present or future partner, officer, director or shareholder of Mortgagor
1482 under or by reason of or in connection with the Notes, the Existing Mortgages,
1483 the Other Loan Documents and this Mortgage and agrees to look solely to the
1484 security and collateral held under or in connection with the Notes, the
1485 Existing Mortgages, the Other Loan Documents and this Mortgage for the
1486 enforcement of such liability and obligation of Mortgagor. Nothing contained
1487 in this paragraph shall be construed (i) as preventing Mortgagee from naming
1488 Mortgagor or any past, present or future partner, officer, director or
1489 shareholder of Mortgagor in any action or proceeding brought by Mortgagee to
1490 enforce and to realize upon the security and collateral provided under or in
1491 connection with this Mortgage and the Security Agreement so long as no
1492 judgment, order, decree or other relief in the nature of a personal or
1493 deficiency judgment or otherwise establishing any personal obligation shall be
1494 asked for, taken, entered or enforced against Mortgagor or against any past,
1495 present or future partner, officer, director or shareholder of Mortgagor, in
1496 any such action or proceeding, or (ii) as modifying, qualifying or affecting
1497 in any manner whatsoever the lien and security interests created by this
1498 Mortgage, the Security Agreement and the other documents and instruments
1499 executed and delivered in connection therewith, or the enforcement thereof by
1500 Mortgagee, or (iii) as modifying, qualifying or affecting in any manner
1501 whatsoever the personal recourse undertakings, obligations and liabilities of
1502 any person, party or entity under any guaranty of payment, completion
1503 guaranty, other guaranty or indemnification agreement previously, now or
1504 hereafter executed and delivered to Mortgagee in connection with the Notes,
1505 the Existing Mortgages, the Other Loan Documents or this Mortgage or in
1506 connection with the Loans (including, without limitation, that certain
1507 Hazardous Waste Guaranty and Indemnification Agreement dated as of the date
1508 hereof given by MSA to Mortgagee in connection with this Mortgage), or (iv) as
1509 modifying, qualifying or affecting in any manner whatsoever the personal
1510 recourse liability of Mortgagor or any past, present or future partner,
1511 officer, director or shareholder of Mortgagor or any other person, party or

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1512 entity for fraud, willful misrepresentation or wrongful misappropriation or
1513 divergence of insurance proceeds, condemnation proceeds or the Rents.

1514 51. Additional Interest. All sums which may or shall become due
1515 and payable to Mortgagee in accordance with the provisions of the Notes shall
1516 constitute "additional interest" on the Notes and shall be secured by this
1517 Mortgage. In addition, all interest under the Notes the payment of which is
1518 deferred under the provisions of the Notes shall be secured by this Mortgage.

1519 52. Maximum Amount. The maximum amount which may be secured by
1520 this Mortgage shall in no event or under any circumstance exceed
1521 \$148,000,000.00.

1522 53. Release of Premises. If no default exists under the Notes,
1523 the Existing Mortgages, the Other Loan Documents or this Mortgage, Mortgagor
1524 may obtain a release of the Premises from the lien of this Mortgage in
1525 connection with a sale of the Premises to a bona-fide third party purchaser or
1526 a refinancing of the Premises upon the following terms and conditions:

1527 (a) Mortgagee in consideration of granting such release shall
1528 receive a sum equal to the greater of (x) \$2,500,000.00 and
1529 (y) the net proceeds of such sale or refinancing, as the
1530 case may be, it being agreed that seventy-five (75%) percent
1531 of such release consideration will be applied first against
1532 the Hollywood Loan and, if the Hollywood Loan has been
1533 repaid in full, then against the two loans comprising the
1534 SI-Lake Loan in a pro rata manner, and twenty five (25%)
1535 percent of such release consideration will be applied
1536 against the two loans comprising the SI-Lake Loan in a pro
1537 rata manner, and if the SI-Lake Loan has been repaid in
1538 full, then against the Hollywood Loan. The term "net

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1539 proceeds" as used in this subparagraph (a) shall mean 100%
1540 of the gross proceeds generated in connection with such sale
1541 or refinancing, as the case may be, minus the usual and
1542 ordinary closing costs and expenses actually incurred by
1543 Mortgagor in connection with such sale or refinancing, as
1544 the case may be, which costs and expenses shall be
1545 substantiated to the reasonable satisfaction of Mortgagee
1546 and shall not for the purposes of this Mortgage be deemed
1547 under any circumstances to exceed ten (10%) percent of the
1548 gross proceeds generated in connection with such sale or
1549 refinancing, as the case may be; and

1550 (b) All costs and expenses incurred by Mortgagee in connection
1551 with such release (including, without limitation, attorney's
1552 fees) shall be paid by Mortgagor.

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1547 IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage the
1548 day and year first above written.

1549 LINCOLNWOOD ASSOCIATES,
1550 By: Simon Lincolnwood Developers
1551 Limited Partnership, an Indiana
1552 limited partnership, and a
1553 general partner of Mortgagor

1554 By: Simon-Lincolnwood, Inc.
1555 an Indiana corporation,
1556 and a general partner of
1557 Simon Lincolnwood Developers
1558 Limited Partnership

ATTEST

1559 _____ By: 
1560 Name: David E. Simon
1561 Title: Vice President

1562 By: J.S.B. Corp, an Illinois
1563 corporation, and a general
1564 partner of Mortgagor

ATTEST

1565 _____ By: 
1566 Name: Joseph S. Dale
1567 Title: President

1568 By: Hawthorn Lincolnwood Limited
1569 Partnership, an Illinois
1570 limited partnership and a
1571 general partner of Mortgagor

1572 By: J.S.B. Corp., an Illinois
1573 corporation and a general
1574 partner of Hawthorn
1575 Lincolnwood Limited
1576 Partnership

ATTEST

1577 _____ By: 
1578 Name: Joseph S. Dale
1579 Title: President

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1610 STATE OF INDIANA)
1611) SS.:
1612 COUNTY OF MARION)

1613 I, Benjamin A. Peck a Notary Public in and for said County, in
1614 the State aforesaid, do hereby certify that David E. Simon
1615 personally known to me to be the Vice President of SIMON LINCOLNWOOD, INC., an
1616 Indiana corporation, duly licensed to transact business in the State of
1617 Illinois, which corporation is a general partner of SIMON LINCOLNWOOD
1618 DEVELOPERS LIMITED PARTNERSHIP, an Illinois limited partnership, which limited
1619 partnership is a general partner of LINCOLNWOOD ASSOCIATES, an Illinois
1620 general partnership, and ~~personally known to me to be the~~
1621 ~~same person~~ ~~whose name~~ ~~is~~ subscribed to the foregoing instrument, appeared
1622 before me this day in person and ~~separately~~ acknowledged that ~~they~~ signed and
1623 delivered the said instrument as Vice President and ~~and~~ of said
1624 corporation, pursuant to authority given by the Board of Directors of said
1625 corporation, at ~~their~~ free and voluntary act and as the free and voluntary act
1626 and deed of said corporation, for the uses and purposes therein set forth.
1627

1628 GIVEN under my hand and Notarial Seal this 7th day of January,
1629 1993.

1630 Benjamin A. Peck
1631 Notary Public

1632 My Commission Expires:
Benjamin A. Peck, Notary Public
My Commission Expires 9/25/96
Resident of Marion Co., Indiana

NOTARY PUBLIC OF COOK COUNTY CLERK'S OFFICE

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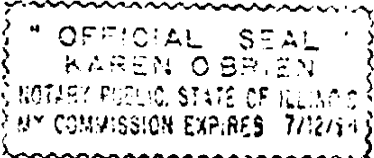
1582 STATE OF ILLINOIS)
1583) SS.:
1584 COUNTY OF COOK)

1585 I, KAREN O'BRIEN, a Notary Public in and for said County, in
1586 the State aforesaid, do hereby certify that JOSEPH S. BEALE,
1587 personally known to me to be the PRESIDENT of J.S.B. CORP., an Illinois
1588 corporation, duly licensed to transact business in the State of Illinois,
1589 which corporation is a general partner of LINCOLNWOOD ASSOCIATES, an Illinois
1590 general partnership, and JOSEPH S. BEALE, personally known to me to be
1591 the PRESIDENT of said corporation and personally known to me to be
1592 the same persons whose names are subscribed to the foregoing instrument,
1593 appeared before me this day in person and severally acknowledged that they
1594 signed and delivered the said instrument as PRESIDENT and
1595 GENERAL PARTNER of said corporation, pursuant to authority given by the
1596 Board of Directors of said corporation, as their free and voluntary act and as
1597 the free and voluntary act and deed of said corporation, for the uses and
1598 purposes therein set forth.

1599 GIVEN under my hand and Notarial Seal this 5 day of January,
1600 1993.

1601 Karen O'Brien
1602 Notary Public

1603 My Commission Expires: 7/12/94



Notary Public of Cook County Clerk's Office

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1627 STATE OF ILLINOIS
1628
1629 COUNTY OF COOK) SS.:

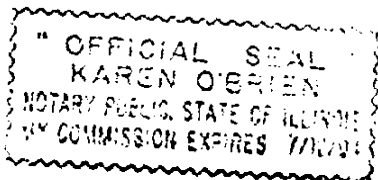
1630 I, KAREN O'BRIEN, a Notary Public in and for said County, in
1631 the State aforesaid, do hereby certify that JOSEPH S. BEALE,
1632 personally known to me to be the PRESIDENT of J.S.B. CORP., an Illinois
1633 corporation, duly licensed to transact business in the State of Illinois,
1634 which corporation is a general partner of HAWTHORN LINCOLNWOOD LIMITED
1635 PARTNERSHIP, an Illinois limited partnership, which limited partnership is a
1636 general partner of LINCOLNWOOD ASSOCIATES, an Illinois general partnership,
1637 and JOSEPH S. BEALE, personally known to me to be the PRESIDENT
1638 of said corporation and personally known to me to be the same persons whose
1639 names are subscribed to the foregoing instrument, appeared before me this day
1640 in person and severally acknowledged that they signed and delivered the said
1641 instrument as PRESIDENT and GENERAL PARTNER of said corporation,
1642 pursuant to authority given by the Board of Directors of said corporation, as
1643 their free and voluntary act and as the free and voluntary act and deed of
1644 said corporation, for the uses and purposes therein set forth.

1645 GIVEN under my hand and Notarial Seal this 5 day of January,
1646 1993.

1647
1648

Karen O'Brien
Notary Public

1649 My Commission Expires: 7/12/94



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EXHIBIT "A"

PARCEL 1:

Lots 2A, 3B and 3C in Lincolnwood Town Center Resubdivision as recorded November 2, 1989 as Document No. 89-522,374 being Lincolnwood Town Center Subdivision (excepting therefrom Lot 9), a part of the North 1/2 of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Perpetual, non-exclusive easement appurtenant to Parcel 1 for ingress and egress to and from McCormick Boulevard and Touhy Avenue as set forth in Paragraph 19 (Section 9.1) of the Amendment to Declaration of Covenants, Conditions, Restrictions, Rights and Easements recorded as part of Plat of Subdivision recorded May 30, 1989 as Document No. 89-242,443.

PARCEL 3:

Perpetual, non-exclusive easement appurtenant to Parcel 1 for installing underground access to, etc. utility lines or facilities as set forth in Paragraph 23 (Section 9.6) of the aforesaid Amendment.

PIN 10-35-204-006 (Lot 3B)
10-35-204-007 (Lot 3C)
10-35-204-003 (Lot 2A)

Vacant land
Lincolnwood, IL

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