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COOK COUNTY RECORDER

93161962

(February 26, 1993)

93161962

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
AND FINANCING STATEMENT**

BY

**DIAMOND BROADCASTING, INC.**

Mortgagor

TO

**LASALLE NATIONAL BANK**

Mortgagee

Relating to Premises in:

Chicago, Illinois

93161962

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

D. Albert Daspin, Esq.  
Winston & Strawn  
35 West Wacker Drive  
Chicago, Illinois 60601

MAIL TO:  
CINDY SKARNICK  
LAWYERS TITLE INSURANCE CORP.  
ONE FIRST NATIONAL PLAZA  
SUITE 3250  
10 SOUTH DEARBORN  
CHICAGO, IL 60603

BOX 334



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C-93-00545 LTC Commercial DE 0 of 3

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STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
CHICAGO, ILLINOIS

(Name of Taxpayer)

Chicago  
Illinois

Property of Cook County Clerk's Office

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This document was prepared by the Department of Revenue and other agencies.

Illinois Department of Revenue  
Chicago, Illinois



BOX 201

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### SCHEDULES

		LOCAL DESCRIPTION	ENVIRONMENTAL MATTERS
A	-		
B	-		
C	-		

Property of Cook County Clerk's Office

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## MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage"), dated as of February 26, 1993, made by DIAMOND BROADCASTING, INC. ("Mortgagor"), an Illinois corporation having its principal place of business and chief executive office at 4949 West Belmont Avenue, Chicago, Illinois 60641, as Mortgagor, to LASALLE NATIONAL BANK ("Mortgagee"), a national banking association, as Mortgagee, having its principal offices at 120 South LaSalle Street, Chicago, Illinois 60603.

### R E C I T A L S:

1. Mortgagor is the owner (i) in fee simple absolute of the real property described in Schedule A attached hereto and made a part hereof, (ii) of the landlord's interests in the Leases (as herein defined), (iii) of the Improvements and Personal Property (each as herein defined) and (iv) of a leasehold estate under that certain lease dated July 31, 1981, as amended ("Tower Site Lease") between Mortgagor's predecessor in interest, as tenant, and John Hancock Mutual Life Insurance Company, as landlord.

2. Mortgagor and Mortgagee have entered into a certain Loan Agreement dated as of February 26, 1993 (as the same may be amended and in effect from time to time, the "Loan Agreement") by and among Mortgagee and Mortgagor pursuant to which Mortgagee has agreed to make a term loan (the "Term Loan") to Mortgagor in an aggregate principal amount of Thirteen Million and 00/100 Dollars (\$13,000,000.00), upon the terms and subject to the conditions set forth in the Loan Agreement.

3. The Term Loan is evidenced by a note entitled "Term Note" of even date herewith, which is hereinafter called the "Term Note". The Term Note bears interest at an adjustable rate as therein provided or as provided in the Loan Agreement.

4. This Mortgage is being given by Mortgagor to secure (i) payment by Mortgagor of all principal, interest, fees, expenses, indemnity payments, and other sums due or to become due in respect of the Term Loan (collectively, as owing from time to time, the "Indebtedness"); (ii) the payment of any further or subsequent advances made to preserve the lien of this Mortgage; and (iii) the payment and performance of all of the terms, covenants, conditions, agreements and liabilities contained in this Mortgage and the Loan Documents (as hereinafter defined in Section 3.1). All of the foregoing payment and performance obligations in clauses (i), (ii) and (iii) of the preceding sentence are hereinafter collectively called the "Obligations."

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## MORTGAGE ASSIGNMENT OF FIRST MORTGAGE AND SECOND MORTGAGE

MORTGAGE ASSIGNMENT OF FIRST MORTGAGE AND SECOND MORTGAGE  
FINANCING STATEMENT ("MORTGAGE")  
MADE BY NATIONAL MORTGAGE BANKING ASSOCIATION, INC. (NMB) TO  
NATIONAL MORTGAGE BANKING ASSOCIATION, INC. (NMB) AS MORTGAGEE,  
TO ASSURE THE SECURITY OF THE MORTGAGE AND TO ASSURE THE  
NATIONAL MORTGAGE BANKING ASSOCIATION, INC. (NMB) AS MORTGAGEE,  
OFFICE AT 150 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60604.

### ARTICLE I

1. Mortgages in the amount of \$100,000.00 and \$50,000.00  
the real property described in paragraphs (i) and (ii) of the  
part (b) of the "Mortgage" and the "Mortgage" (iii) of the  
part (b) of the "Mortgage" and (iv) of the "Mortgage" (v)  
of the "Mortgage" dated July 21, 1961, and the "Mortgage"  
dated August 1, 1961, in which National Mortgage Bank  
is the mortgagee.

2. National Mortgage Bank and Mortgages in the amount of \$100,000.00  
and \$50,000.00, which are described in paragraphs (i) and (ii)  
of the "Mortgage" and (iii) of the "Mortgage" and (iv) of  
the "Mortgage" and (v) of the "Mortgage" dated July 21, 1961,  
and the "Mortgage" dated August 1, 1961, in which National  
Mortgage Bank is the mortgagee, shall be assigned to the  
National Mortgage Bank in the amount of \$100,000.00 and  
\$50,000.00, and the balance of the "Mortgage" shall be  
left in the loan agreement.

3. The loan in the amount of \$100,000.00 and \$50,000.00  
of even the "Mortgage" which is described in paragraphs (i)  
and (ii) of the "Mortgage" and (iii) of the "Mortgage" and  
their "Mortgage" or as provided in the "Mortgage".

4. This Mortgage in the amount of \$100,000.00 and \$50,000.00  
(i) payment by Mortgagee of the "Mortgage" and the "Mortgage"  
expenses, including interest, and other charges, and the  
in respect of the "Mortgage" and the "Mortgage" (iii) of the  
the "Mortgage" (iv) of the "Mortgage" and (v) of the "Mortgage"  
consequent advances with interest, and the "Mortgage" (iii) of the  
(iii) the payment and performance of the "Mortgage" and the  
conditions, obligations and liabilities of the "Mortgage" and the  
and the loan documents for the "Mortgage" and the "Mortgage"  
All of the foregoing payments shall be made to the National  
(i), (ii) and (iii) of the "Mortgage" and the "Mortgage"  
collectively called the "Obligations".

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5. The total amount of Indebtedness secured by this Mortgage may decrease or increase from time to time but the total unpaid principal balance of the Indebtedness so secured at any one time shall not exceed \$13,000,000.00, together with interest thereon, plus any and all disbursements made or incurred by Mortgagee (i) for the payment of taxes or insurance on the Mortgaged Property (as herein defined), (ii) to protect and/or preserve and/or restore the Mortgaged Property and the lien hereof and to keep the Premises (as herein defined) and Improvements operational and usable for their intended purposes, and (iii) for attorneys' fees, loan commissions, service charges, liquidated damages, expenses and court costs incurred in the applications and/or collection of any or all of such sums of money and all other Obligations secured by this Mortgage. The foregoing limitations shall not in any manner limit, affect or impair any grant of a security interest, lien, or other right in favor of the Mortgagee under the provisions of any of the Loan Documents.

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

#### C O N V E Y A N C E :

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

A. The fee simple estate in the land described in Schedule A, together with any and all easements, rights-of-way, sidewalks, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong,

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1. The total amount of the loan... Mortgagee may demand on demand... unpaid principal balance of the loan... this shall not exceed \$100,000... Mortgagee (1) for the purpose... Mortgagee property for... Mortgagee shall retain the... and to keep the property... operational and usable for... attorney, fees, loan... charges, expenses and... and the collection of any... obligations incurred by... shall not in any manner... security interest, fees, or other... under the provisions of any of the...

2. The provisions of the... incorporated by reference... details. There shall be... of any conflict between the... and the loan agreement, the... agreement shall govern and control... which herein shall have the... Agreement.

ARTICLE 2

Mortgagee, to secure the... Mortgagee and the... herein contained and in... (21.00) and... Mortgagee as to the... thereof to be acknowledged... fully bound hereby, jointly... release, the title... and its successors and... mortgage and... and shall in... the following rights, interests, and... "Mortgagee (separately)", which...

3. The fee... Section A, together with any... otherwise, none of the... rights, title, interest, or... fees, charges, expenses, and... that occur, in any way... or any part thereof, or which...

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relate or be appurtenant thereto, and all reversion and reversions, remainder and remainders, income, rents, issues, revenues and profits thereof (collectively, "Land");

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

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

D. All machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to the Improvements or the Land or used primarily, from time to time, in connection with the use and enjoyment of the Mortgaged Property or the maintenance or preservation thereof (collectively, the "Personal Property");

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

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

G. The Mortgagor's estate, right, title and interest as lessee or tenant in all leases of space, licenses, occupancy

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relate to the apparatus thereof, and all the same in the case of the  
remains and remains, income, taxes, and remains, and  
profits thereof (collectively, "land").

8. The buildings, structures, and  
improvements and any and all attachments thereto, and all  
of hereafter located or erected on the land, including  
limitation, personal property, and fixtures, and  
facilities and light structures (collectively, "land").  
Improvements together with the land, including  
"land";

9. To the extent applicable, the land, including  
buildings, structures, and fixtures, and all  
located on in any way furnished, and all  
operation and use of the premises on the land, including  
business, including, without limitation, the  
uses of occupancy, environmental, and  
operation, warranties and guarantees;

10. All machinery, equipment, and  
fixtures, improvements and articles of personal property  
kind and nature whatsoever now or hereafter located on  
the improvements on the land or used in connection  
in connection with the use and operation of the land, and  
the maintenance or preservation thereof, including  
"personal property";

11. The lessor's entire interest in the  
land as lessor or holder in all respects, including  
occupancy or possession of the land, and all  
a "lease", if any, now existing or hereafter to be made  
to the land or the improvements and any and all  
conditions, covenants and restrictions, and all  
effect or hereafter coming into effect, and all  
limitation, all covenants, conditions, and restrictions,  
deposited and under to secure the same, and all  
obligations hereunder, however, and all  
advance and payments, and all other obligations,  
or any part of a lease, claim for the same, or any  
for the same, now or hereafter to be made, and all  
any lease;

12. All proceeds of the sale of the land,  
including, of any of the foregoing, and all  
including, without limitation, proceeds, and all  
consideration awards with respect to the same, and all  
thereon and any and all awards or payments of interest  
and

13. The lessor's entire interest in the  
land as lessor or tenant in all respects, including, a company

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or concession agreements, if any, now existing or hereafter entered into relating to the Land or the Improvements and any and all amendments, modifications, supplements and renewals of Leases, whether now in effect or hereafter coming into effect, including, without limitation, all of the Mortgagor's right, title and interest in, to and under the Tower Site Lease; provided, however, until such time as Mortgagor shall have obtained the consent of the landlord under the Tower Site Lease to the mortgaging of the leasehold estate demised under the Tower Site Lease, the Mortgaged Property shall not include Mortgagor's right, title and interest in, to and under any Tower Site Lease and any purported mortgage of the leasehold estate demised under the Tower Site Lease shall be null and void.

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

## COVENANTS:

Mortgagor hereby covenants and agrees as follows:

### ARTICLE I

#### WARRANTIES, REPRESENTATIONS AND COVENANTS OF MORTGAGOR

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

#### SECTION 1.2 Good Title and Hazardous Materials.

1.2.1 Mortgagor represents, warrants and covenants that: (i) on and as of the date hereof, it has good and marketable title to an indefeasible fee simple estate in the Premises and good title in and to the Mortgaged Property, subject to no mortgage, pledge, security interest, encumbrance, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute other than to reflect ownership by a third party of property leased under a lease not in the nature of a conditional sale or title retention agreement, or any subordination arrangement in favor of any party other than Mortgagor (collectively, "Liens"; each, a "Lien"), except for Permitted Liens as defined in the Loan Agreement existing as of the date hereof including those liens listed as on Schedule B attached hereto and made a part hereof (collectively, "Prior Liens"); (ii)





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it will keep in effect all rights of way and appurtenant easements to or that constitute a part of the Premises; and (iii) this Mortgage creates and constitutes a valid and enforceable first mortgage lien on and first security interest in the Mortgaged Property, subject only to Prior Liens (but not to extensions, amendments, supplements or replacements of Prior Liens unless consented to by Mortgagee), and Mortgagor does now and will forever warrant and defend to Mortgagee and the respective successors and assigns of Mortgagee such title and the validity and priority of the Lien hereby created and evidenced against the claims of all persons and parties whomsoever.

1.2.2 Except as disclosed on Schedule C attached hereto and made a part hereof, Mortgagor has not received any notice to the effect that its operations at the Mortgaged Property or elsewhere are not in compliance with any of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations (hereinafter "Environmental Laws") with respect to, or are the subject of, any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any Hazardous Material (as herein defined) into the environment. Mortgagor has not caused or permitted any Hazardous Material to be disposed of, either on or under real property legally or beneficially owned or operated by the Mortgagor (including the Premises) sufficient to cause or give rise to a reasonable likelihood of a Material Adverse Effect (as defined in the Loan Agreement). To the best of Mortgagor's knowledge, no such real property has ever been used as a dump site or storage site for any toxic or hazardous waste or substance or product sufficient to cause or give rise to a reasonable likelihood of a Material Adverse Effect. The failure, if any, of Mortgagor, in connection with the operation of their business, to obtain or be in compliance with any permit, certificate, license, approval and other authorization, or to file any notification or report relating to chemical substances, air emissions, effluent discharges and storage, treatment, transport and disposal has not had, nor is there a reasonable likelihood that it will have, a Material Adverse Effect. Except as disclosed on Schedule C, Mortgagor has no liabilities exceeding \$100,000.00 with respect to any Hazardous Material and, to the best of Mortgagor's knowledge, no facts or circumstances exist which could give rise to such liability with respect to any Hazardous Material. None of the matters disclosed on Schedule C, have or could have any reasonable likelihood of a Material Adverse Effect. As of the date hereof, Mortgagor has no liabilities exceeding \$100,000.00 (and hereafter Mortgagor shall have no such liabilities which would have a Material Adverse Effect) with respect to compliance with applicable federal, state and local laws, statutes, codes, rules or regulations relating to the protection of the air and atmosphere, including, without limitation, the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Illinois Air Pollution Rules and Regulations, 35 Ill. Admin. Code § 201.101 et seq. (collectively the "Air Regulations"), and, to the best of Mortgagor's knowledge,





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no facts or circumstances exist which could give rise to such liabilities with respect to compliance with applicable Air Regulations, and the operation and production of Mortgagor will not be materially impacted or affected by Mortgagor's compliance with applicable Air Regulations.

If Mortgagor or any Subsidiary (as defined in the Loan Agreement), if any, receives notice of any of the following: (i) the issuance of a complaint, notice or citation alleging a violation of any Environmental Law or regulation by Mortgagor or any Subsidiary; (ii) the issuance of an administrative or judicial compliant or order against Mortgagor or any Subsidiary seeking or requiring that action be taken to respond to or clean up a "release" of "hazardous substances" (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. 9601 et seq. ("CERCLA")) into the environment; or (iii) a notice alleging that Mortgagor or any Subsidiary may be liable or responsible for costs associated with a response to or cleanup of a "release" of "hazardous substances" (as those terms are defined in CERCLA); and if, based upon information reasonably available at the time of receipt, Mortgagor or any Subsidiary expects that any such complaint, notice, citation or order is reasonably likely to result in the payment of fines, penalties, compliance costs, cleanup costs or other associated costs by Mortgagor or any Subsidiary in excess of any aggregate of \$100,000.00, then Mortgagor shall provide Mortgagee with a copy of such notice within thirty days of receipt thereof by Mortgagor or such Subsidiary. In addition, if at any time subsequent to any such notice, any information subsequently becomes available to Mortgagor or any Subsidiary which leads Mortgagor to expect that any such complaint, notice, or citation is reasonably likely to result in the payment of fines, penalties, compliance costs, cleanup costs or other associated costs by Mortgagor or any Subsidiary in excess of any aggregate of \$100,000.00, then Mortgagor shall provide Mortgagee with a copy of such notice and a summary of such information within ten days after receipt of such information by Mortgagor or any Subsidiary. Mortgagor hereby indemnifies the Mortgagee and agrees to hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against, the Mortgagee for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Improvements or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state, local or other



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statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material); and the provisions of and undertakings and indemnification set out in this sentence shall survive the satisfaction and release of this Mortgage and the payment and satisfaction of the Obligations, and shall continue to be the personal liability, obligation and indemnification of the Mortgagor, binding upon the Mortgagor, forever. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Mortgage or any other of the Loan Documents. For purposes of this Mortgage, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

1.2.3 Mortgagor represents and warrants to Mortgagee that the disclosure requirements of the Illinois Responsible Property Transfer Act do not apply to the transfer contemplated by this Mortgage. Mortgagor agrees to defend, indemnify and hold harmless Mortgagee from and against any and all loss, cost, damage and expense arising from, related to or in connection with any inaccuracy in, or breach of, the foregoing representation and warranty.

1.2.4 No circumstance, act, event or fact is occurring, has occurred or will occur with respect to Mortgagor or any other person or the Mortgaged Property which would subject the Mortgaged Property or Mortgagee's interest therein to any forfeiture claims by reason of any applicable act, statute, ordinance, rule or regulation, including without limitation, any of the foregoing relating to the possession, use or distribution of any controlled substances.

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

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



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become bound to convey or assign to Mortgagee or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage.

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

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

1.4.1 Unless contested in accordance with Section 1.4.5, Mortgagor shall pay and discharge, from time to time when the same shall become due, all real estate and other taxes, special assessments, levies, permits, inspection and license fees, all premiums for insurance, all water and sewer rents and charges, and all other public charges imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property, including, without limitation, those arising in respect of the occupancy, use or possession thereof.

1.4.2 From and after the occurrence of an Event of Default, at the option of Mortgagee, to be exercised by notice to Mortgagor, Mortgagor shall deposit with Mortgagee, on the first day of each month, an amount estimated by Mortgagee to be equal to one-twelfth (1/12th) of the annual taxes, assessments and other items required to be discharged by Mortgagor under Section 1.4.1. Such amounts shall be held by Mortgagee without interest to Mortgagor and applied to the payment of the obligations in respect of which such amounts were deposited, in such order or priority as Mortgagee shall determine, on or before the respective dates on which the same or any thereof would become delinquent. Nothing contained in this Section 1.4 shall affect any right or remedy of Mortgagee under any provision of this Mortgage or of any statute or rule of law to pay any such amount and to add the amount so paid, together with interest at the Reference Rate specified in the Loan Agreement ("Normal Rate") or the rate payable after and during the continuance of a Default as provided in the Loan Agreement (the "Default Rate") as applicable pursuant to the Loan Agreement, to the other amounts outstanding in respect of the Term Loan or relieve Mortgagor of its obligations to make or provide for the payment of the annual taxes, assessments and other charges required to be discharged by Mortgagor under Section 1.4.1.

1.4.3 Unless contested in accordance with Section 1.4.5, Mortgagor shall timely pay all claims and demands of



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before being conveyed or assigned to Mortgagee or to any other person in accordance with the terms of this Mortgage or any other instrument relating to this Mortgage.

1.4.2 Mortgagee shall have the right to enter upon the premises at any time for the purpose of inspecting the premises and all equipment thereon and for the purpose of enforcing the obligations of this Mortgage and for the purpose of protecting the interests of Mortgagee in the premises and all equipment thereon. Mortgagee shall have the right to take possession of the premises and all equipment thereon if Mortgagee is not paid by Mortgagee to this Mortgage.

SECTION 1.4. General Provisions

1.4.1 All payments made by Mortgagee to Mortgagee shall be made in accordance with the terms of this Mortgage. Mortgagee shall pay and discharge all taxes, assessments, levies, penalties, interest, charges, costs, expenses, and other obligations for insurance, all water charges, sewer charges, and all other public charges and expenses which may be levied or assessed against the premises and all equipment thereon. Mortgagee shall also pay and discharge all other taxes, assessments, levies, penalties, interest, charges, costs, expenses, and other obligations for insurance, all water charges, sewer charges, and all other public charges and expenses which may be levied or assessed against the premises and all equipment thereon.

1.4.2 From and after the date of the execution of this Mortgage, Mortgagee shall have the right to sell, lease, convey, or otherwise dispose of the premises and all equipment thereon in whole or in part, and Mortgagee shall not be bound to account to Mortgagee for the proceeds of any such sale, lease, conveyance, or other disposition. Mortgagee shall also have the right to mortgage the premises and all equipment thereon to any other person, and Mortgagee shall not be bound to account to Mortgagee for the proceeds of any such mortgage. Mortgagee shall also have the right to grant any other interest in the premises and all equipment thereon, and Mortgagee shall not be bound to account to Mortgagee for the proceeds of any such interest. Mortgagee shall also have the right to execute any other instrument relating to the premises and all equipment thereon, and Mortgagee shall not be bound to account to Mortgagee for the proceeds of any such instrument. Mortgagee shall also have the right to do any other act which Mortgagee may lawfully do, and Mortgagee shall not be bound to account to Mortgagee for the proceeds of any such act.

1.4.3 This Mortgage shall be subject to the terms and conditions set forth in the attached schedule of conditions.

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

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

Mortgagee (by its officers, employees and agents) at any time, either prior to or after the occurrence of an Event of Default, may (but shall have no obligations to do so) contract for the services of persons (the "Site Reviewers") to perform ADA site assessments and environmental audits (collectively, the "Site Assessments") on the Mortgaged Property for the purpose of determining whether there exists on the Mortgaged Property any condition which could reasonably be expected to result in any liability, cost or expense to the owner, occupier or operator of such Mortgaged Property arising under the Americans With Disabilities Act, as amended from time to time (the "ADA") or any Environmental Law. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Mortgagor which do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform such tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Mortgagor will supply to the Site Reviewers such historical and operational information regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with such matters. The cost of performing such Site Assessments shall be paid by Mortgagor upon demand of Mortgagee and any such obligations shall be additional indebtedness hereby secured; provided, however, in





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the event such Site Assessments do not indicate any violation of the ADA or any Environmental Law or this Mortgage, the cost of performing the same shall be paid by Mortgagee. Nothing herein contained shall require Mortgagee to conduct any Site Assessments or other tests with respect to the Mortgaged Property and Mortgagor shall not be entitled to rely on any such Site Assessments or tests.

1.4.5 Mortgagor may at its own expense contest the amount or applicability of any of the obligations described in Sections 1.4.1, 1.4.3 and 1.4.4 by appropriate legal proceedings, prosecution of which operates to prevent the collection thereof or the sale or forfeiture or demolition of the Mortgaged Property or any part thereof to satisfy the same; provided, however, (i) Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same before any such obligations have been increased by any interest, penalties, or costs; (ii) Mortgagor has obtained a title insurance endorsement over such contested obligations insuring Mortgagee against loss or damage by reason of the existence of such contested obligations or Mortgagor has deposited with Mortgagee, at such place as Mortgagee may from time to time in writing designate, a sum of money or other security acceptable to Mortgagee that is sufficient in Mortgagee's judgment to pay in full such contested obligations (or to bring the Mortgaged Property in compliance with the obligations under Section 1.4.4) and all penalties and interest that might become due thereon, and shall keep on deposit an amount sufficient, in Mortgagee's reasonable judgment, to pay in full such contested obligations, increasing such amount to cover additional penalties and interest whenever, in Mortgagee's judgment, such increase is advisable; (iii) Mortgagor shall not be exposed to any criminal or civil liability by virtue of such contest and such contest shall, in the judgment of the Mortgagee, be reasonable; (iv) Mortgagor shall diligently prosecute the contest of such contested obligations by appropriate legal proceedings and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred by Mortgagee in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Obligations bearing interest at the Normal Rate or the Default Rate, as applicable pursuant to the Loan Agreement, until paid, and payable upon demand); and (v) in the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the monies and liquidate any securities deposited with Mortgagee, in payment of, or on account of, such contested obligations, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such contested obligations, together with all penalties and interest thereon, Mortgagor shall forthwith, upon demand, either deposit with Mortgagee a sum that, when added to such funds then on deposit, is sufficient to make



such payment in full, or, if Mortgagee has applied funds on deposit on account of such contested obligations, restore such deposit to an amount reasonably satisfactory to Mortgagee. Mortgagee may, but shall not be required to, pay such deficiency in said deposit for contested obligations and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such contested obligations; and any amount expended by Mortgagee in so doing shall be so much additional Obligations bearing interest at the Normal Rate or the Default Rate, as applicable, until paid. In any event, Mortgagor shall cause the contested obligations to be fully satisfied and discharged immediately upon final determination of the contest and prior to the time that any sale, forfeiture or demolition of all or any part of the Mortgaged Property could result.

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

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

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

**SECTION 1.6 Required Insurance Policies.**

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

1.6.2 All insurance policies required by this Section 1.6 shall be in form and issued by companies reasonably satisfactory to Mortgagee and shall comply with all provisions of the Loan Agreement. All insurance policies in respect of the coverages required by Section 1.6, shall contain an endorsement naming Mortgagee as loss payee and additional insured, shall be in

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such payment in full, or if not in full, an amount of such payment as shall be determined by the court. The court may also order the defendant to pay the costs of the proceedings. The court may also order the defendant to pay the costs of the proceedings. The court may also order the defendant to pay the costs of the proceedings.

1.4.6. Notwithstanding anything to the contrary herein, the provisions of this section shall apply to any property which is subject to a mortgage or other charge. The court may also order the defendant to pay the costs of the proceedings. The court may also order the defendant to pay the costs of the proceedings.

1.4.7. Notwithstanding anything to the contrary herein, the provisions of this section shall apply to any property which is subject to a mortgage or other charge. The court may also order the defendant to pay the costs of the proceedings. The court may also order the defendant to pay the costs of the proceedings.

SECTION 1.5. Notwithstanding anything to the contrary herein, the provisions of this section shall apply to any property which is subject to a mortgage or other charge. The court may also order the defendant to pay the costs of the proceedings. The court may also order the defendant to pay the costs of the proceedings.

SECTION 1.6. Notwithstanding anything to the contrary herein, the provisions of this section shall apply to any property which is subject to a mortgage or other charge. The court may also order the defendant to pay the costs of the proceedings. The court may also order the defendant to pay the costs of the proceedings.

1.6.1. All insurance policies which are issued in the State of Illinois shall be in form and content substantially as set forth in the attached schedule. All insurance policies which are issued in the State of Illinois shall be in form and content substantially as set forth in the attached schedule.

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amounts at least sufficient to prevent coinsurance and all losses thereunder shall be payable to Mortgagee, as sole loss payee. Each policy of insurance required under this Section 1.6 shall provide that it may not be cancelled or otherwise terminated without at least thirty (30) days' prior written notice to Mortgagee and shall permit Mortgagee to pay any premium therefor within ten (10) days after receipt of any notice stating that such premium has not been paid when due. The policy or policies of such insurance or certificates of insurance evidencing the required coverages shall be delivered to Mortgagee. Settlement of any claim under any of the insurance policies referred to in this Section 1.6 shall require the prior approval of Mortgagee, which approval shall not be unreasonably withheld; provided, however, if an Event of Default shall have occurred hereunder, then settlement shall be in Mortgagee's exclusive discretion.

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

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

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

**SECTION 1.8 Inspection.** Mortgagor shall permit Mortgagee, by its agents, accountants and attorneys, upon reasonable advance notice, written or oral, except in cases of emergency, to visit and inspect the Premises at such reasonable times as may be requested by Mortgagee and at Mortgagor's expense.



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...at least sufficient to permit the insured to pay the premium...  
 ...the insured shall be required to pay the premium...  
 ...policy of insurance required under this policy...  
 ...that it may not be cancelled or modified...  
 ...least thirty (30) days prior to the expiration...  
 ...premium to pay any amount due...  
 ...after receipt of any notice...  
 ...the policy...  
 ...provisions of insurance...  
 ...to be delivered to the insured...  
 ...the insured...  
 ...requiring the prior approval...  
 ...be unreasonably withheld...  
 ...shall have occurred...  
 ...Notpage's exclusive jurisdiction.

1.4.3 Notpage shall...  
 ...insured policies...  
 ...of loss with these policies...  
 ...Section 1.4.2, unless Notpage...  
 ...insured and, if applicable...  
 ...loss payment...  
 ...described in...  
 ...insurance...  
 ...1.4.2. Notpage shall...  
 ...such separate insurance...  
 ...deliver to Notpage...  
 ...insurance.

1.4.4 Notpage shall...  
 ...any written notice...  
 ...provision in respect of...  
 ...this Section...  
 ...Section 1.4.3...  
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 ...this Notpage...  
 ...perform the same...  
 ...included in the...  
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 ...with interest...  
 ...applicable...  
 ...by Notpage...  
 ...not prevent...  
 ...this Notpage from...  
 ...Section 1.4.3.

1.4.5 Notpage shall...  
 ...Notpage, by its...  
 ...representative...  
 ...occurrence...  
 ...basis as may be...  
 ...Notpage...  
 ...Section 1.4.3.

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

**SECTION 1.10 Mortgagor's Obligations With Respect to Leases.**

1.10.1 Mortgagor shall not without the Mortgagee's prior written consent (i) execute any assignment of any Lease or of the rents or any part thereof from the Premises other than the assignment herein to Mortgagee, (ii) except where the lessee under any Lease is in default thereunder, terminate or consent to the cancellation or surrender of such Lease, (iii) modify any Lease having an unexpired term of two (2) years or more so as to change the unexpired term thereof or so as to decrease the amount of the rents payable thereunder (iv) accept any prepayments of any installment of rents to become due under any Lease for a period exceeding one month, (v) permit the deferral of or waive or postpone the payment of any rental payment under any Lease, (vi) permit any transfer or assignment of any Lease or the sublease of the property subject to any Lease without the written consent of Mortgagee, or (vii) modify any Lease in any fashion which will impair the value of the Mortgaged Property or the security provided by this Mortgage.

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

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

**SECTION 1.11 Transfer Restrictions.**

1.11.1 Except as may be provided in the Loan Agreement, Mortgagor may not, without Mortgagee's prior written consent, further mortgage, encumber, hypothecate, sell, convey or





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assign all or any part of the Mortgaged Property or Mortgagor's interest in the Mortgaged Property or lease or sublease the Mortgaged Property or any part thereof or suffer any of the foregoing to occur.

Except as may be provided in the Loan Agreement, Mortgagor shall not create, suffer, or permit to be created or filed against the Mortgaged Property any mortgage lien or other lien superior or inferior to the lien created by this Mortgage. Mortgagor may, within ten (10) days after the filing thereof, contest any lien claim arising from any work performed, material furnished, or obligation incurred by Mortgagor in accordance with the provisions of Section 1.4.5 hereof.

Except as may be provided in this Loan Agreement, in the event of a transfer of control of Mortgagor, whether by operation of law, voluntarily, or otherwise or a contract to do any of the foregoing, Mortgagee shall have the unqualified right, at its option, to accelerate the maturity of the Obligations, causing the entire principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable, without notice to Mortgagor. Without limiting the generality of the foregoing, except as may be provided in the Loan Agreement, each of the following events shall be deemed a prohibited transfer hereunder:

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

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

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

(iv) any hypothecation of all or any portion of the stock thereof, if Mortgagor is or includes a corporation, or of all or any portion of the partnership interest of any general partner thereof, if Mortgagor is or includes a partnership, or of all or any portion of the stock or partnership interest of any entity directly or indirectly in control of such corporation or

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except all or any part of the Mortgage Property or any part thereof, a notice of foreclosure shall be given to the Mortgagor in the manner provided in this section.

Except as may be provided in the deed, the Mortgagor shall not be bound by any conditions, covenants, or restrictions, which are not in the deed, and the Mortgagor shall be bound by the conditions, covenants, and restrictions, which are in the deed, whether or not the same are recorded in the public records.

Except as may be provided in the deed, the Mortgagor shall be bound by the conditions, covenants, and restrictions, which are in the deed, whether or not the same are recorded in the public records.

(i) If the Mortgagor is a corporation, partnership, or other entity, the deed shall be binding on the Mortgagor, its successors, and its assigns, and the deed shall be binding on the Mortgagor, its successors, and its assigns, whether or not the same are recorded in the public records.

(ii) If the Mortgagor is a partnership, the deed shall be binding on the Mortgagor, its successors, and its assigns, and the deed shall be binding on the Mortgagor, its successors, and its assigns, whether or not the same are recorded in the public records.

(iii) If the Mortgagor is a trust, the deed shall be binding on the Mortgagor, its successors, and its assigns, and the deed shall be binding on the Mortgagor, its successors, and its assigns, whether or not the same are recorded in the public records.

(iv) If the Mortgagor is an individual, the deed shall be binding on the Mortgagor, his successors, and his assigns, and the deed shall be binding on the Mortgagor, his successors, and his assigns, whether or not the same are recorded in the public records.

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partnership, that could result in a material change in the identity of the person(s) in control of such corporation, partnership, or entity directly or indirectly in control of such corporation or partnership if the secured party under such hypothecation exercised its remedies.

## SECTION 1.12 Destruction; Condemnation.

1.12.1 Destruction; Insurance Proceeds. In case of any damage to, or loss or destruction of, the Improvements and Personal Property or any part thereof (each, a "Destruction"), Mortgagor shall promptly send to Mortgagee a notice setting forth the nature and extent of such Destruction. The proceeds of any insurance payable in respect of such Destruction are hereby assigned and shall be paid to Mortgagee. All such proceeds, less the amount of any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such Destruction ("Net Proceeds"), shall be applied as set forth in Sections 1.12.3 and 1.12.4 hereof. Mortgagor shall be entitled to settle, adjust or compromise any claims for such damage or destruction with the consent of Mortgagee, not to be unreasonably withheld; provided, however, if an Event of Default shall have occurred hereunder, Mortgagee shall be entitled to settle, adjust or compromise any such claims.

1.12.2 Condemnation; Assignment of Award. In the event of any taking of the Mortgaged Property or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Mortgaged Property or any part hereof, by any governmental authority, civil or military (each, a "Taking"), Mortgagor shall immediately notify Mortgagee upon receiving notice of such Taking or commencement of proceedings therefor. All proceeds or any award or payment in respect of any Taking are hereby assigned and shall be paid to Mortgagee and Mortgagor shall take all steps necessary to notify the condemning authority of such assignment. Such award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such Taking ("Net Award"), shall be applied as if such award or payment were insurance proceeds in accordance with Sections 1.12.3 and 1.12.4 hereof. Mortgagor shall be entitled to settle, adjust or compromise any claims for the proceeds in respect of any Taking with the consent of Mortgagee, not to be unreasonably withheld; provided, however, if an Event of Default shall have occurred hereunder, Mortgagee shall be entitled to settle, adjust or compromise any such claims.

1.12.3 Restoration. In the event of a Taking or Destruction, Mortgagor shall be required to restore or rebuild ("Restoration") any Personal Property or Improvement that is damaged, taken or destroyed under the terms and provisions herein-



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after provided. The Net Award and Net Proceeds shall be paid to the Mortgagee and, so long as no Event of Default shall have occurred, Mortgagee shall release the Net Award or the Net Proceeds in accordance with the provisions of Section 1.12.4; provided, however, in the event the Net Proceeds or the Net Award exceeds \$5,000,000.00, Mortgagee may at its discretion apply the same to repayment of the Obligations. Prior to commencing any work to effect Restoration of the Premises, Mortgagor shall promptly (but in no event later than ninety (90) days following any Destruction or Taking) furnish to Mortgagee:

(i) complete plans and specifications ("Plans and Specifications") for the Restoration and names and addresses of contractors performing the Restoration;

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

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

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





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

(i) Mortgagor shall provide Mortgagee with a request setting forth the amount to be paid and to whom payment is to be made ten (10) business days prior to the date such payment is to be made and each such request for payment shall be accompanied by an Architect's Certificate stating (a) that all the Restoration work then completed has been done substantially in compliance with the approved Plans and Specifications and in accordance with all provisions of law, (b) the sums requested are required to reimburse Mortgagor for payments by Mortgagor to, or are due to, the contractors, subcontractors, materialmen, laborers, engineers, architects, or other persons rendering services or materials for the Restoration, and that, when added to the sums, if any, previously paid out by Mortgagee, such sums do not exceed the cost of the Restoration to the date of such Architect's Certificate, (c) whether or not the Estimate continues to be accurate, and if not, what the entire cost of such Restoration is then estimated to be, and (d) unless Mortgagee received a surety, guarantee, Letter of Credit or Commitment as referred to in Section 1.12.3 that the amount of the Net Proceeds or Net Award, as the case may be, remaining after giving effect to such payment will be sufficient on completion of the Restoration to pay for the same in full (giving in reasonable detail, an estimate by trade of the remaining costs of completion);

(ii) Each request for payment shall be accompanied by (a) a title commitment (or equivalent security) with such coverages as Mortgagee may require issued by a title insurer acceptable to Mortgagee, stating that (1) all Liens covering that part of the Restoration previously paid for, if any, have been waived and (2) there has not been filed with respect to all or any parts of the Mortgaged Property any Lien, not discharged of record, in respect of any part of the Restoration and (b) copies of invoices, receipts and lien waivers; and

(iii) The final request for any payment after the Restoration has been completed shall be accompanied by an Opinion of Counsel listing all certificates, permits, licenses, waivers, other documents, or any combination of the foregoing

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1.1.1. The following conditions shall apply to the use of any material...  
of which the copyright is owned by the...  
The Board shall apply the provisions of...  
the cost of any reproduction and shall...  
from time to time, to maintain...  
and from time to time, to maintain...  
form, maintenance, labor, and...  
persons rendering services or...  
subject to the following conditions:

(i) The Board shall...  
request within 30 days of the...  
to be made on (1) business days...  
to be made and shall...  
by an Assistant...  
with their consent...  
the approval of the...  
provisions of law...  
contracts, and...  
units, or other...  
the Restoration...  
previously paid out...  
of the Restoration...  
whether or not...  
with the entire...  
and (d) unless...  
with an...  
account of the...  
remaining after...  
completion of the...  
in accordance with...  
of completion).

(ii) The Board shall...  
owed for a...  
covered by...  
accepted by...  
part of the...  
and (2) that...  
part of the...  
in support of...  
invoices, receipts and...

(iii) The Board shall...  
the Restoration...  
of copies...  
waivers, other...  
the foregoing

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required by law in connection with or as a result of such Restoration and stating that all of the same have been obtained.

Mortgagee will retain, from each disbursement, ten percent (10%) of the total amounts due all contractors and will disburse said amounts upon (i) satisfactory completion of Restoration in accordance with the Plans and Specifications, (ii) receipt by Mortgagee of a satisfactory certificate of occupancy and all licenses required to use and occupy the Mortgaged Property, and (iii) receipt by Mortgagee of final and unconditional lien waivers.

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

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

**SECTION 1.14 Alterations.** Mortgagor shall have the right to make any and all additions, modifications or changes (each, an "Alteration") to the Premises in an amount less than or equal to \$100,000.00 and which do not affect the structural, mechanical or electrical systems of the Premises without Mortgagee's prior written consent as may be deemed necessary or desirable by Mortgagor; provided, however, no such consent shall be required with respect to minor, non-material Alterations that do not affect the mechanical or electrical systems of the Premises and which are made in the ordinary course of Mortgagor's business and provided, further, that Mortgagor shall (i) complete all Alterations promptly, in a good and workmanlike manner and in compliance with all applicable local laws, ordinances and requirements, including, without limitation, the ADA, (ii) warrant that said Alterations shall not reduce or impair the value of the Mortgaged Property and (iii) pay when due all claims for labor performed and materials furnished in connection with any Alteration. Mortgagor shall not remove or demolish the Improvements in whole or substantial part, without Mortgagee's prior written consent, unless pursuant to performance of an Alteration. Any alteration in excess of \$100,000.00 or which affects the structural, electrical or mechanical systems of the Premises shall require Mortgagee's prior written consent and shall be in accordance with such requirements as Mortgagee shall deem necessary including, without limitation, delivery to Mortgagee of



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comparable documentation, security, and procedures as those required under Section 1.12.3 in connection with a Restoration.

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

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

SECTION 1.17 Continuance of Lien. Mortgagor agrees that if the outstanding balance of the Obligations is ever repaid to zero, the lien and security title of this Mortgage shall not be deemed released or extinguished by operation of law or implied intent of the parties. This Mortgage shall remain in full force and effect as to any further advances in accordance with the Loan Agreement made after such zero balance, and until the Loan Agreement and all of the other Obligations are paid in full, all agreements to make further advances have been terminated in writing, and this Mortgage has been cancelled of record. Mortgagor waives the operation of any applicable statute, case law or regulation having a contrary effect.

SECTION 1.18 Tower Site Lease. Mortgagor shall at all times fully perform and comply with all agreements, covenants and conditions imposed upon or assumed by it as lessee under the Tower Site Lease, and if Mortgagor shall fail to do so, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems reasonably necessary or desirable, to the extent permitted under the Tower Site Lease or otherwise, to prevent or to cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under as lessee the Tower Site Lease. Mortgagor shall furnish Mortgagee immediately upon receipt thereof, copies of any notices of default by the lessee under the Tower Site Lease received by Mortgagor, whether or not the lessor under the Tower Site Lease is required to give any such notice to Mortgagee, and if such notices are given to it orally by the lessor under the Tower Site Lease, Mortgagor shall immediately furnish full particulars thereof to Mortgagee in writing. Upon receipt by Mortgagee from the lessor under the Tower Site Lease, or upon receipt from Mortgagor, as aforesaid, of any such notice of default by the lessee under the Tower Site Lease, Mortgagee may rely thereon and take any reasonable action to cure such default

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comparative documents, securities, and other documents required under Section 1.12 in connection with a transaction.

SECTION 1.12. **Legal Documents.** At any time this Mortgage shall become due and payable, the amount of the obligation, as determined by the principal amount of the obligation, shall be reduced by the amount of the principal amount of the obligation as of such date. This amount shall be the amount of the obligation as of such date.

SECTION 1.13. **Assignment.** This Mortgage shall be assignable by the Mortgagor to any person or entity, and any person or entity to whom this Mortgage is assigned shall be deemed to have acquired this Mortgage with all the rights, title, and interest therein, and such assignee shall be deemed to have assumed all the obligations of the Mortgagor under this Mortgage.

SECTION 1.14. **Waiver.** The Mortgagor hereby waives the operation of any applicable statute or regulation that in the outstanding balance of the debt, the lien and security herein provided shall be deemed to be released or extinguished by the parties. This Mortgage shall be deemed to be assigned to the assignee and all of the obligations of the Mortgagor shall be deemed to be assumed by the assignee. The Mortgagor shall be deemed to have waived the operation of any applicable statute or regulation that in the outstanding balance of the debt, the lien and security herein provided shall be deemed to be released or extinguished by the parties.

SECTION 1.15. **Force Majeure.** If any event occurs which is beyond the control of the Mortgagor and which makes it impossible, impracticable, or inadvisable to perform any of the obligations of the Mortgagor under this Mortgage, the Mortgagor shall be relieved of its obligations under this Mortgage for so long as such event continues. The Mortgagor shall be deemed to have waived the operation of any applicable statute or regulation that in the outstanding balance of the debt, the lien and security herein provided shall be deemed to be released or extinguished by the parties.

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even though the existence or nature of such default shall be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor, to the extent permitted by the terms of the Tower Site Lease or otherwise, hereby expressly grants to Mortgagee and agrees that Mortgagee shall have the absolute and immediate right to enter in and upon the premises demised under the Tower Site Lease or to take any part thereof to such an extent and as often as Mortgagee, in its reasonable discretion, deems reasonably necessary or desirable in order to prevent or to cure any such default by Mortgagor under the Tower Site Lease. Mortgagor will not amend or modify the Tower Site Lease, or terminate the Lease by mutual agreement with the landlord thereunder, without the written consent of Mortgagee, which consent shall not be unreasonably withheld. In addition, no consent, waiver or approval by Mortgagor required or permitted by or given in connection with the Tower Site Lease shall be effective unless accompanied by the written consent of Mortgagee thereto, which consent shall not be unreasonably withheld. Further, no exercise of any renewal options contained in the Tower Site Lease will be effective unless accompanied by the written consent of Mortgagee thereto, which consent shall not be unreasonably withheld. Mortgagee may pay and expend such sums of money as Mortgagee, in its sole discretion, deems reasonably necessary for any such purposes, and Mortgagor hereby agrees to pay to Mortgagee immediately upon notice, all such sums so paid and extended by Mortgagee together with interest thereon from the date of such payment at the Normal Rate or the Default Rate, as the case may be. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to the indebtedness hereby secured. Mortgagor shall use its best efforts to obtain the consent of the landlord under the Tower Site Lease to the mortgaging of Mortgagor's leasehold estate thereunder. At such time as Mortgagor shall have obtained such consent, Mortgagor shall execute an amendment to this Mortgage adding the leasehold estate demised under the Tower Site Lease to the Mortgaged Property.

## ARTICLE II

### ASSIGNMENT OF RENTS; SECURITY AGREEMENT

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

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







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

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

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

## SECTION 2.2 Security Interest in Personal Property.

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

2.2.2 Mortgagor, immediately upon the execution and delivery of this Mortgage, and thereafter from time to time, shall cause this Mortgage, any security instrument creating or evidencing the Lien hereof in the Personal Property, and each instrument of further assurance, including Uniform Commercial Code financing statements and continuation statements, to be filed, registered or recorded in such manner and in such places as may be required by

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2.1.2. Mortgagee shall have the right to be reimbursed for any and all expenses incurred by it in connection with the foreclosure of the mortgage, including reasonable attorneys' fees, to all or any part of the principal and interest due on the mortgage. Upon the maturity of the mortgage, the mortgagee shall have the right to be reimbursed for any and all expenses incurred by it in connection with the foreclosure of the mortgage, including reasonable attorneys' fees, to all or any part of the principal and interest due on the mortgage. ...

2.1.3. Mortgagee shall have the right to be reimbursed for any and all expenses incurred by it in connection with the foreclosure of the mortgage, including reasonable attorneys' fees, to all or any part of the principal and interest due on the mortgage. Upon the maturity of the mortgage, the mortgagee shall have the right to be reimbursed for any and all expenses incurred by it in connection with the foreclosure of the mortgage, including reasonable attorneys' fees, to all or any part of the principal and interest due on the mortgage. ...

2.1.4. Mortgagee shall have the right to be reimbursed for any and all expenses incurred by it in connection with the foreclosure of the mortgage, including reasonable attorneys' fees, to all or any part of the principal and interest due on the mortgage. Upon the maturity of the mortgage, the mortgagee shall have the right to be reimbursed for any and all expenses incurred by it in connection with the foreclosure of the mortgage, including reasonable attorneys' fees, to all or any part of the principal and interest due on the mortgage. ...

## SECTION 2.2

2.2.1. This Mortgage shall be subject to the provisions of the mortgage instrument which this Mortgage replaces, and the provisions of the mortgage instrument which this Mortgage replaces shall survive the execution of this Mortgage. ...

2.2.2. This Mortgage shall be subject to the provisions of the mortgage instrument which this Mortgage replaces, and the provisions of the mortgage instrument which this Mortgage replaces shall survive the execution of this Mortgage. ...

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any present or future law in order to publish notice of and fully to perfect, preserve and protect the Lien hereof upon the Personal Property. In the event Mortgagor fails to exercise such instruments of further assurance within ten (10) days after request for execution of the same by Mortgagee, then and in such event Mortgagor hereby appoints and authorizes Mortgagee to act on behalf of Mortgagor upon Mortgagor's failure to comply with the provisions of this Section 2.2.2.

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

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

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

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

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any present or future law in order to conform to the provisions of this Act. The provisions of this Act shall not be construed to affect the validity of any instrument executed prior to the date of the enactment of this Act. The provisions of this Act shall not be construed to affect the validity of any instrument executed prior to the date of the enactment of this Act. The provisions of this Act shall not be construed to affect the validity of any instrument executed prior to the date of the enactment of this Act.

2.3.3 Upon the occurrence of any event or events, the provisions of this Act shall apply to the extent of the event or events. The provisions of this Act shall apply to the extent of the event or events. The provisions of this Act shall apply to the extent of the event or events. The provisions of this Act shall apply to the extent of the event or events. The provisions of this Act shall apply to the extent of the event or events.

2.3.4 Mortgages may be made in any form, and the provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage.

2.3.5 Mortgages shall be made in any form, and the provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage.

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Mortgages shall be made in any form, and the provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage. The provisions of this Act shall apply to the extent of the mortgage.

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- (a) Name and Address of Debtor: Diamond Broadcasting, Inc.  
4949 West Belmont Avenue  
Chicago, Illinois 60641
- (b) Name and Address of Secured Party: LaSalle National Bank  
120 South LaSalle Street  
Chicago, Illinois 60603
- (c) Description of the types (or items) by property covered by this Financing Statement: Those items described as Improvements and Personal Property in the Conveyance paragraph hereof
- (d) Description of real estate to which collateral is attached or upon which it is located: See Schedule A hereto.

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

## ARTICLE III

### EVENTS OF DEFAULT AND REMEDIES

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

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

3.1.2 If Mortgagor shall fail to perform or observe any term, condition or covenant hereof (other than a failure of the type described in Section 3.1.1, 3.1.3, 3.1.4 or 3.1.5) and such failure shall continue unremedied for ten (10) days.

3.1.3 If Mortgagor fails to keep the Mortgaged Property insured as required by the terms of this Mortgage.

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- (a) Name and Address of Debtor: [Illegible text]
- (b) Name and Address of Security Party: [Illegible text]
- (c) Description of the Property (or Items) covered by this Financing Statement: [Illegible text]
- (d) Description of real estate or other collateral which is attached or upon which it is located: [Illegible text]

Some or all of the above described property is being used as collateral for the financing statement. The financing statement is to be filed for record in the public records.

## ARTICLE III

### FINANCING STATEMENT

SECTION 1.1. This financing statement shall constitute an acknowledgment of the indebtedness of the debtor to the creditor.

1.1.1. If the debtor is a corporation, the payment of interest on principal shall be made by the debtor to the creditor as set forth in the financing statement. If the debtor is an individual, the payment of interest on principal shall be made by the debtor to the creditor as set forth in the financing statement. The term "interest" shall mean the amount of interest payable by the debtor to the creditor as set forth in the financing statement, and shall include any late charges, penalties, and other amounts payable by the debtor to the creditor.

1.1.2. If the debtor is a corporation, the condition of payment of interest on principal shall be that the debtor shall remain in compliance with all applicable laws and regulations. If the debtor is an individual, the condition of payment of interest on principal shall be that the debtor shall remain in compliance with all applicable laws and regulations.

1.1.3. If the debtor is a corporation, the property financed as required by the terms of this financing statement shall be the property of the debtor.

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3.1.4 If the Mortgaged Property or any part thereof or any interest therein, or any interest of Mortgagor is transferred in violation of Section 1.11 hereof.

3.1.5 The occurrence of a default under the Tower Site Lease which is not cured within any applicable grace or cure period (including any contest rights Mortgagor may have under the Tower Site Lease).

3.1.6 If there shall occur (i) a "Default" under the Loan Agreement or a "Default" or "Event of Default" under any of the other Loan Documents (as such terms are defined in the appropriate Loan Document), or (ii) under any lease, mortgage, covenant or agreement affecting the Premises which is superior in priority to this Mortgage, any default which is not cured prior to the expiration of any applicable cure period set forth in such lease, mortgage, covenant or agreement, or if no such period is set forth, within twenty (20) days.

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

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

3.2.2 personally, or by its agents or attorneys, enter into and upon all or any part of the Premises, and each and every part thereof, and exclude Mortgagor, its agents and servants wholly therefrom; and then use, operate, manage and control the Premises and conduct the business thereof, either personally or by its agents, attorneys or receivers or by a referee appointed by a duly acting court on the application of Mortgagee and on every such entry, from time to time, may maintain and restore the Mortgaged Property, and likewise, from time to time, Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful Alterations thereto and thereon as Mortgagee may deem advisable; and in every such case Mortgagee shall have the right to manage, lease and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise; and Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of Mortgagor; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and other proper charges upon



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the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of Mortgagee and its attorneys, counsel, agents, clerks, servants and other employees, Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of all amounts due under the Loan Documents other than principal and interest in respect of the Term Loan; second, to the payment of the interest due in respect of the Term Loan; and third, to the outstanding principal amount of the Term Loan;

3.2.3 with or without entry, personally or by its agents or attorneys, to the extent permitted by law, (i) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law, or (ii) institute and prosecute proceedings for the complete or partial foreclosure of this Mortgage; or

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

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

3.3.1 On the completion of any sale or sales by Mortgagee made under or by virtue of this Article 3, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument or instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagee is hereby irrevocably appointed the true and lawful agent and attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold, and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, and Mortgagor hereby ratifies and confirms all that Mortgagee, acting as its attorney, or any such substitute shall lawfully do by virtue hereof. This power of attorney is coupled with the interest of Mortgagee created by this Mortgage. Mortgagor shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all instruments as may be reasonably requested for such purpose. Any such sale or sales made under or by virtue of this Article 3 shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall

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the Mortgagee or any part thereof, and shall be held to be the reasonable compensation for the services of the Mortgagee and its attorneys, counsel, agents, clerks, and other employees, and the Mortgagee shall apply the same to the satisfaction of the principal and interest in respect of the mortgage, and the payment of the interest due in respect of the mortgage, and to the outstanding principal amount of the mortgage.

3.2.3. With a view to the execution of the powers conferred upon the Mortgagee or attorney, or the local authority, in relation to the Mortgagee Property and all other property, the Mortgagee shall have and demand therein at one or more sales or other disposal of the property and at such time and place upon such terms and conditions as may be required, a power of appointment for the purpose of executing the powers conferred upon the Mortgagee or attorney, or the local authority, of this Mortgage; or

3.2.4. The Mortgagee shall have and demand therein at one or more sales or other disposal of the property and at such time and place upon such terms and conditions as may be required, a power of appointment for the purpose of executing the powers conferred upon the Mortgagee or attorney, or the local authority, in relation to the Mortgagee Property and all other property, the Mortgagee shall have and demand therein at one or more sales or other disposal of the property and at such time and place upon such terms and conditions as may be required, a power of appointment for the purpose of executing the powers conferred upon the Mortgagee or attorney, or the local authority, of this Mortgage; or

## SECTION 3.3. GENERAL PROVISIONS

3.3.1. On the completion of the execution of the powers conferred upon the Mortgagee or attorney, or the local authority, in relation to the Mortgagee Property and all other property, the Mortgagee shall have and demand therein at one or more sales or other disposal of the property and at such time and place upon such terms and conditions as may be required, a power of appointment for the purpose of executing the powers conferred upon the Mortgagee or attorney, or the local authority, of this Mortgage; or

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be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor.

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

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

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

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

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

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

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

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to a perpetual bar both at law and in equity against any person claiming a right in the same, or any part thereof, through or under the same.

1.1.3 In the event of a sale made under the provisions of this Article 5, the seller shall be deemed to have accepted of the purchase price, and all other sums required to be paid by the purchaser, in full, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property notwithstanding.

1.1.4 Subject to the provisions of this Article 5, the proceeds of any sale made under the provisions of this Article 5 shall be deemed to be the proceeds of the sale, and shall be applied in or otherwise as directed by the court.

1.1.5 In the event of the payment of the purchase price, including reasonable costs, charges and attorney's fees, and of the purchase price, in full, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid.

1.1.6 In the event of the payment of the purchase price, including reasonable costs, charges and attorney's fees, and of the purchase price, in full, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid.

1.1.7 In the event of the payment of the purchase price, including reasonable costs, charges and attorney's fees, and of the purchase price, in full, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid.

1.1.8 In the event of the payment of the purchase price, including reasonable costs, charges and attorney's fees, and of the purchase price, in full, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid.

1.1.9 In the event of the payment of the purchase price, including reasonable costs, charges and attorney's fees, and of the purchase price, in full, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid, and the purchaser shall, of the date of the purchase, be deemed to have become the legal and equitable owner of the property, notwithstanding the fact that the purchase price has not been fully paid.

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

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

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

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

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

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3.3.4 Mortgages may be made subject to the provisions of this Act and the provisions of the Act shall apply to such mortgages as if they were made under the provisions of this Act.

3.3.5 Mortgages may be made subject to the provisions of this Act and the provisions of the Act shall apply to such mortgages as if they were made under the provisions of this Act.

SECTION 14  
MORTGAGES WITH POWER OF SALE

3.4.1 Mortgages shall be made subject to the provisions of this Act and the provisions of the Act shall apply to such mortgages as if they were made under the provisions of this Act.

3.4.2 Any recovery of the principal or interest or any other sum payable by the mortgagor under the mortgage shall be made in accordance with the provisions of this Act.

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

## SECTION 3.5 Legal Proceedings After an Event of Default.

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

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

3.5.3 Mortgagor shall not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of the right of inquisition on any property levied upon under a judgment obtained in proceedings to collect the Obligations hereby secured or in proceedings on this Mortgage, and further waives and releases any and all benefits that may accrue to the



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

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

SECTION 3.7 Mortgagee's Remedies Against Multiple Parcels. The Obligations hereby secured are also secured by other properties, lots, parcels or leasehold estates covered by other mortgages ("Other Mortgages") outside the state where the Mortgaged Property is located. If this Mortgage or any of the Other



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...by virtue of any...  
...exception from execution or...  
...part thereof, whether...  
...force, which may...  
...this mortgage, and...  
...advantage of any...  
...valuation or appraisal...  
...thereof, but to any...  
...and be made...  
...judgment or order...  
...Mortgage shall not...  
...mortgage and...  
...mortgage to...  
...Mortgagee have...  
...with law or...  
...execution of any...  
...Mortgage, but to...  
...power as though...  
...Mortgagee for...  
...the extent...  
...Property...  
...SECTION 3.1...  
...or...  
...exclusive of any...  
...remedy shall be...  
...remedy given...  
...law or in equity...  
...any right or...  
...therein any...  
...power and...  
...to time...  
...execute any...  
...Mortgage after...  
...constitute a...  
...when due, of...  
...on...  
...Mortgagee...  
...this Mortgage...  
...condition that...  
...of Mortgagee...  
...failure to pay...  
...in...  
...account.

SECTION 3.1...  
...or...  
...exclusive of any...  
...remedy shall be...  
...remedy given...  
...law or in equity...  
...any right or...  
...therein any...  
...power and...  
...to time...  
...execute any...  
...Mortgage after...  
...constitute a...  
...when due, of...  
...on...  
...Mortgagee...  
...this Mortgage...  
...condition that...  
...of Mortgagee...  
...failure to pay...  
...in...  
...account.

SECTION 3.1...  
...or...  
...exclusive of any...  
...remedy shall be...  
...remedy given...  
...law or in equity...  
...any right or...  
...therein any...  
...power and...  
...to time...  
...execute any...  
...Mortgage after...  
...constitute a...  
...when due, of...  
...on...  
...Mortgagee...  
...this Mortgage...  
...condition that...  
...of Mortgagee...  
...failure to pay...  
...in...  
...account.

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Mortgages is foreclosed upon, or if judgment is entered upon any Obligations secured hereby, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election. No event of enforcement taking place in any state other than the state where the Mortgaged Property is located shall (and no failure to prosecute any such other enforcement) in any way stay, preclude or bar enforcement of this Mortgage and Mortgagee may pursue any or all of Mortgagee's rights and remedies under this Mortgage to the maximum extent permitted by law until the Obligations secured hereby are paid and discharged in full.

## ARTICLE IV

### MISCELLANEOUS

SECTION 4.1 Severability. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The invalidity of any provision of this Mortgage in any one jurisdiction shall not affect or impair in any manner the validity of such provision in any other jurisdiction.

SECTION 4.2 Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered five (5) days after deposit in the United States mails, with proper postage prepaid, or upon delivery by overnight courier or upon transmission by telex, telecopy or similar electronic medium (in any case confirmed, or answerback confirmed in the case of telexes) to the following addresses:

(i) If to the Mortgagee, at:

LaSalle National Bank  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Bruce S. Lubin and Todd J. Lanscioni  
Telecopy: (312) 750-6469  
Telephone: (312) 750-6346

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Notwithstanding to the extent that the provisions of this Act shall be held to be in conflict with the provisions of any other law, the provisions of this Act shall prevail. The provisions of this Act shall be held to be in conflict with the provisions of any other law, the provisions of this Act shall prevail. The provisions of this Act shall be held to be in conflict with the provisions of any other law, the provisions of this Act shall prevail.

## ARTICLE IV

### CHAPTER 1

SECTION 1.1. The provisions of this Act shall be held to be in conflict with the provisions of any other law, the provisions of this Act shall prevail. The provisions of this Act shall be held to be in conflict with the provisions of any other law, the provisions of this Act shall prevail.

### SECTION 1.2

The provisions of this Act shall be held to be in conflict with the provisions of any other law, the provisions of this Act shall prevail. The provisions of this Act shall be held to be in conflict with the provisions of any other law, the provisions of this Act shall prevail.

(1) It is the purpose of this Act to...

Laura National Bank  
130 South LaSalle Street  
Chicago, Illinois 60601  
Attn: Branch 2, Suite 201  
Telephone: (312) 528-8788  
Teletype: (312) 528-8788

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with a copy to:

Winston & Strawn  
35 West Wacker Drive  
Suite 4700  
Chicago, Illinois 60601  
Attn: Gregory S. Murray  
Telecopy: (312) 558-5700  
Telephone: (312) 558-5600

(ii) If to Borrower:

Diamond Broadcasting, Inc.  
4949 West Belmont Avenue  
Chicago, Illinois 60641  
Attn: Daniel R. Lee and Seth Mason  
Telecopy: (312) 777-8279  
Telephone: (312) 777-1700

with a copy to:

Fischel & Kahn, Ltd.  
321 North Clark Street  
Suite 2850  
Chicago, Illinois 60610  
Attn: Joel H. Fenchel  
Telecopy: (312) 527-0140  
Telephone: (312) 527-2448

or to such other address as each party designates to the other in the manner herein prescribed.

SECTION 4.3 Covenants to Run with the Land. All of the grants, covenants, terms, provisions and conditions in this Mortgage shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee.

SECTION 4.4 Captions; Gender and Number. The captions and section headings of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. All terms contained herein shall be construed, whenever the context of this Mortgage so requires, so that the singular shall be construed as the plural and so that the masculine shall be construed as the feminine.

SECTION 4.5 Limitation on Interest Payable. Notwithstanding any provision to the contrary contained in the Loan Documents, the Mortgagor shall not be required to pay and the

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with a copy for:

Winston & Strawn  
22 West Wacker Drive  
Suite 4700  
Chicago, Illinois 60601  
Attn: Gregory S. Murray  
Telephone: (312) 528-2200  
Teletype: (312) 528-2200

(ii) to borrowers:

Diamond Broadcasting Corp.  
400 West Belmont Avenue  
Chicago, Illinois 60611  
Attn: Daniel R. Lee and Jeff Korman  
Telephone: (312) 774-1700  
Teletype: (312) 774-1700

with a copy for:

Richard & Brian, Ltd.  
321 North Clark Street  
Suite 2000  
Chicago, Illinois 60610  
Attn: Joel B. Gendel  
Telephone: (312) 527-0110  
Teletype: (312) 527-0110

or to such other address as each party indicates to the other in the manner herein prescribed.

SECTION 4.3. Government's right to inspect and copy all documents, books, records, reports, memoranda, notes, correspondence, and other documents, papers, and materials, in any form or medium, now or hereafter existing, owned by, held by, or under the control of the Mortgagor, to the extent necessary to carry out its duties under this Agreement.

SECTION 4.4. Government shall have the right to inspect and copy all documents, books, records, reports, memoranda, notes, correspondence, and other documents, papers, and materials, in any form or medium, now or hereafter existing, owned by, held by, or under the control of the Mortgagor, to the extent necessary to carry out its duties under this Agreement.

SECTION 4.5. Mortgagor shall provide to the Government, at its expense, all documents, books, records, reports, memoranda, notes, correspondence, and other documents, papers, and materials, in any form or medium, now or hereafter existing, owned by, held by, or under the control of the Mortgagor, to the extent necessary to carry out its duties under this Agreement.

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

SECTION 4.6 Indemnification; Reimbursement. Mortgagor shall reimburse Mortgagee, upon demand, for all costs and expenses incurred by Mortgagee in connection with the administration and enforcement of this Mortgage, and shall indemnify and hold harmless Mortgagee, upon demand, from and against any and all losses, liability (including liabilities for penalties), actions, suits, proceedings, judgments, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and the allocated costs of staff counsel) incurred by Mortgagee hereunder or in connection herewith, unless a court of competent jurisdiction shall determine such liability is properly due to the willful misconduct, gross negligence or bad faith of Mortgagee. In the event Mortgagor shall fail to perform any act or thing which it has covenanted to do hereunder or any warranty on the part of Mortgagor contained herein shall be breached, Mortgagee may (but shall not be under obligation to) do the same or cause it to be done or remedy any such breach, and may expend its funds for such purpose. Any and all amounts so expended by Mortgagee shall be repayable to it by Mortgagor upon demand therefor, with interest at the Normal Rate or the Default Rate, as applicable pursuant to the Loan Agreement. If any action or proceeding is commenced to which action or proceeding Mortgagee is made a party or in which it becomes necessary to defend or uphold the Lien of this Mortgage, Mortgagor shall, on demand, reimburse Mortgagee for all reasonable expenses (including, without limitation, reasonable attorneys' fees and the allocated costs of staff counsel) incurred by Mortgagee in any such action or proceeding. In any action or proceeding to foreclose this Mortgage or to recover or collect the Obligations, the provisions of law relating to the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant. Mortgagor's obligations under this Section 4.6 shall survive the satisfaction of this

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Notwithstanding to the extent that the amount of any such interest is not in excess of the maximum amount of interest payable on the loan (the "Maximum Interest"). If any excess interest is provided for by a contract of insurance or otherwise, then in such event the amount of such interest shall be determined by the contract of insurance or otherwise and shall not be subject to the provisions of this section. (2) Any excess interest shall be paid to the lender or to the insured or to the beneficiary of the contract of insurance or to the person to whom the interest is payable as a credit against the obligation of the lender to the borrower and shall not be subject to the provisions of this section. (3) Any obligation of the lender to the borrower shall be deemed to be discharged to the extent that the amount of such interest is paid to the lender or to the insured or to the beneficiary of the contract of insurance or to the person to whom the interest is payable as a credit against the obligation of the lender to the borrower and shall not be subject to the provisions of this section. (4) Any obligation of the lender to the borrower shall be deemed to be discharged to the extent that the amount of such interest is paid to the lender or to the insured or to the beneficiary of the contract of insurance or to the person to whom the interest is payable as a credit against the obligation of the lender to the borrower and shall not be subject to the provisions of this section. (5) Any obligation of the lender to the borrower shall be deemed to be discharged to the extent that the amount of such interest is paid to the lender or to the insured or to the beneficiary of the contract of insurance or to the person to whom the interest is payable as a credit against the obligation of the lender to the borrower and shall not be subject to the provisions of this section.

Notwithstanding to the extent that the amount of any such interest is not in excess of the maximum amount of interest payable on the loan (the "Maximum Interest"). If any excess interest is provided for by a contract of insurance or otherwise, then in such event the amount of such interest shall be determined by the contract of insurance or otherwise and shall not be subject to the provisions of this section. (2) Any excess interest shall be paid to the lender or to the insured or to the beneficiary of the contract of insurance or to the person to whom the interest is payable as a credit against the obligation of the lender to the borrower and shall not be subject to the provisions of this section. (3) Any obligation of the lender to the borrower shall be deemed to be discharged to the extent that the amount of such interest is paid to the lender or to the insured or to the beneficiary of the contract of insurance or to the person to whom the interest is payable as a credit against the obligation of the lender to the borrower and shall not be subject to the provisions of this section. (4) Any obligation of the lender to the borrower shall be deemed to be discharged to the extent that the amount of such interest is paid to the lender or to the insured or to the beneficiary of the contract of insurance or to the person to whom the interest is payable as a credit against the obligation of the lender to the borrower and shall not be subject to the provisions of this section. (5) Any obligation of the lender to the borrower shall be deemed to be discharged to the extent that the amount of such interest is paid to the lender or to the insured or to the beneficiary of the contract of insurance or to the person to whom the interest is payable as a credit against the obligation of the lender to the borrower and shall not be subject to the provisions of this section.

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Mortgage and the discharge of Mortgagor's other obligations hereunder. The provisions of this Section 4.6 shall not be construed in limitation of any other provision in any Loan Document.

**SECTION 4.7 CHOICE OF LAW.** THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS, OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAW APPLICABLE TO NATIONAL BANKS, SHALL GOVERN ALL MATTERS HEREUNDER, EXCEPT THAT THE INTERNAL LAWS OF THE STATE WHERE THE PREMISES ARE LOCATED SHALL GOVERN THE LIEN PRIORITY AND VALIDITY OF THIS MORTGAGE AND PROCEDURES WITH RESPECT TO THE ENFORCEMENT THEREOF.

**SECTION 4.8 No Merger.** The rights and estate created by this mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by Mortgagee unless Mortgagee shall have consented to such merger in writing.

**SECTION 4.9 Counterparts.** This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same instrument.

**SECTION 4.10 Changes in Writing.** This Mortgage may not be modified, amended, discharged or waived in whole or in part except by an instrument in writing signed by (i) Mortgagor, to the extent any modification, amendment, discharge or waiver is sought to be enforced against Mortgagor, and (ii) Mortgagee, to the extent any modification, amendment, discharge or waiver is sought to be enforced against Mortgagee.

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Notwithstanding to the provisions of this Act, the provisions of this Act shall not apply to any merger or acquisition of any business or enterprise, or to any other transaction, which is not a merger or acquisition as defined in this Act.

SECTION 4.10. The provisions of this Act shall not apply to any merger or acquisition of any business or enterprise, or to any other transaction, which is not a merger or acquisition as defined in this Act.

SECTION 4.11. The provisions of this Act shall not apply to any merger or acquisition of any business or enterprise, or to any other transaction, which is not a merger or acquisition as defined in this Act.

SECTION 4.12. The provisions of this Act shall not apply to any merger or acquisition of any business or enterprise, or to any other transaction, which is not a merger or acquisition as defined in this Act.

SECTION 4.13. The provisions of this Act shall not apply to any merger or acquisition of any business or enterprise, or to any other transaction, which is not a merger or acquisition as defined in this Act.

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

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

MORTGAGOR:

DIAMOND BROADCASTING, INC.

By:

*Samuel Lee*

Its:

*President*

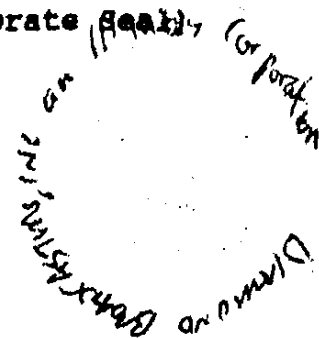
Attest:

*John H. ...*

Its:

*ASST. SECRETARY*

(Corporate Seal)



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# UNOFFICIAL COPY

IN WITNESS WHEREOF, this instrument has been signed and sealed by the  
day and year first above written

THE MORTGAGEE HEREBY RECEIVES AND ACCEPTS THE PAYMENT OF THE  
MORTGAGE HAS RECEIVED, WITHOUT CHARGE, A FINE COPY OF THE  
MORTGAGE.

MORTGAGEE:

DEARBY FROM THE STATE OF ILLINOIS

PAID  
1972

AMOUNT  
1972



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of / 1972 / 1972 / 1972 / 1972

5  
1972  
1972

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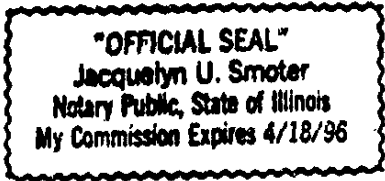
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 26<sup>th</sup> day of February, 1993, before me, the undersigned, a Notary Public, in and for the State of Illinois, personally appeared Daniel G. Lee and Joel H. Fancher to me personally known, who, being by me duly sworn, did say that they are the President and Asst. Secretary of Diamond Broadcasting, Inc., an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the corporation's Board of Directors and that the foregoing officers acknowledged execution of the instrument to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Jacquelyn U. Smoter  
Notary Public

My term expires: 4/18/96

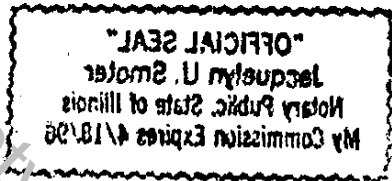


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STATE OF ILLINOIS )  
COUNTY OF COOK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for the State of Illinois, personally appeared \_\_\_\_\_ and \_\_\_\_\_, they are the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, an Illinois corporation, the management of which is vested in the \_\_\_\_\_, and that the foregoing instrument is the \_\_\_\_\_ of the corporation, authorized by authority of the \_\_\_\_\_, and that the foregoing instrument is the \_\_\_\_\_ of the management to be the \_\_\_\_\_ of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county of \_\_\_\_\_, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



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## SCHEDULE A

### LEGAL DESCRIPTION (ILLINOIS)

#### PARCEL 1:

LOT 17 (EXCEPT THE EAST FOUR FEET THEREOF) AND LOTS 18, 19, AND 20 IN BLOCK 8 IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 45 TO 48, BOTH INCLUSIVE, IN BLOCK 5 IN EDWARD'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 27 TO 29, BOTH INCLUSIVE, IN BLOCK 5 OF EDWARD'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4949 W. Belmont Avenue, Chicago, Illinois  
4956 W. Belmont Avenue, Chicago, Illinois  
4900 W. Belmont Avenue, Chicago, Illinois

PINS - 13-28-202-004  
13-28-202-005  
13-28-202-006  
13-28-202-007  
13-28-421-043  
13-28-421-025  
13-28-421-024  
13-28-421-023

93161952

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A. M. ...

... (2001, 11)

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## SCHEDULE E

### PERMITTED EXCEPTIONS (ILLINOIS)

1. Easement dated September 29, 1969 recorded October 24, 1969 as Document number 20995236, granting a 10 ft. easement on the Easterly 10 feet of Parcel 1 of the land, extending from Belmont Avenue to the alley (as shown on the plan attached thereto), for the purpose of providing to the owner of the property adjacent to Parcel 1 on the East, as described therein, access for passenger cars to said adjacent property, for parking purposes of said passenger cars on said adjacent property, and the terms, provisions, and conditions therein contained; and also as conveyed and described in Deeds both dated October 22, 1971 and both recorded November 24, 1971 as Documents Numbers 21722754 and 21722755. (Affects Parcel 1)

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SCHEDULE C

ENVIRONMENTAL MATTERS  
(ILLINOIS)

None

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