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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") dated as of the 12th day of December, 1993 made by LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, not personally but solely as Trustee under a Trust Agreement dated February 20, 1984, and known as Trust No. 107664 ("Trustee"), and Evanston-Main, Ltd., an Illinois limited partnership and the sole beneficiary of the trust of which Trustee is trustee ("Beneficiary") (Trustee and Beneficiary are hereinafter referred to collectively as the "Mortgagors") Midwest Bank, N.A., having its principal office and place of business at 225 Waukegan Road, Deerfield, Illinois 60015.

DEPT. OF RECORDING 483.50
 T45555 TRAM 3537 05/24/93 13157100
 49662 # 93-389754
 COOK COUNTY RECORDER

W I T N E S S E T H :

WHEREAS, Mortgagors have executed and delivered to Lender a Promissory Note of even date herewith payable to the order of Lender in the principal amount of Two Million and No/100 Dollars (\$2,000,000.00) (such note, together with all notes issued and accepted in substitution, renewal or exchange therefor, and any of the foregoing may be amended from time to time hereafter, being herein referred to as the "Note"), which Note is due and payable, if not sooner paid, on June 1, 1996; and

WHEREAS, Lender wishes to secure the prompt payment of the Note, together with all interest and premium, if any, thereon in accordance with the terms of the Note, as well as the prompt payment of any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Note, or this Mortgage or any other agreement, document or instrument securing the payment of the indebtedness evidenced by the Note, and the prompt performance of each and every covenant, condition and agreement contained in this Mortgage, the Note or any other loan document, all hereinafter sometimes collectively called the "indebtedness secured hereby".

NOW, THEREFORE, to secure the payment and performance of the indebtedness secured hereby, Mortgagors have executed and delivered this Mortgage and deed hereby mortgage, warrant, grant, convey, assign, transfer, pledge, grant a security interest in and net over unto Lender and its successors and assigns, forever, all of the following described property (which property is hereinafter sometimes called the "Mortgaged Property") :

A. The land legally described on Exhibit "A" attached hereto.

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B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on such land, and all machinery, equipment, mechanical systems and other personal property used in connection with the operation of such buildings, structures and improvements, excluding any such property owned by any tenants of the property, and including all additions, improvements, betterments, renewals, replacements and proceeds of any of the foregoing; and

C. All easements and appurtenances in any way relating to the Mortgaged Property, or any part thereof, or which hereafter shall in any way relate thereto, and the rents, issues, profits and revenues of the Mortgaged Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds).

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagors hereby further grant unto Lender, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which property includes, without limitation, goods which are or are to become fixtures.

It is expressly understood and agreed that the indebtedness secured hereby will in no event exceed two hundred percent (200%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue under the Note on such face account.

AND Mortgagors covenant and agree with Lender that:

ARTICLE 1

1.1 **PERFORMANCE OF NOTE AND MORTGAGE.** Mortgagors will perform, observe and comply with all provisions hereof and of the Note and will duly and punctually pay to Lender when due the sum of money expressed in the Note with interest thereon as provided in the Note and all other indebtedness secured hereby, all without any deductions or credit for taxes or other similar charges paid by Mortgagors.

1.2 **WARRANTY OF TITLE.** Trustee or Beneficiary is well seized of the fee estate of the Mortgaged Property, subject only to the matters listed in Exhibit "B" attached hereto ("Permitted

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Exceptions"), and Mortgages have good right, full power and lawful authority to execute this Mortgage and grant a security interest in the same, in the manner and form aforesaid; and that Beneficiary shall and will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever other than lender whose claims arose from and after the date Mortgages acquired the Mortgaged Property.

1.3 TAX DEPOSITS. If required by lender, Mortgages will pay to lender on the first day of each month, together with and in addition to the monthly payments due under the Note, until all indebtedness secured hereby is fully paid, an amount equal to one twelfth (1/12) of the yearly taxes, assessments and other similar charges as estimated by lender to be sufficient to enable lender to pay, at least thirty (30) days before they become due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof. Such added payments shall not be, nor be deemed to be, trust funds and shall be invested by lender in such short term investments as directed by Beneficiary and reasonably approved by lender. Upon demand of lender, Mortgages agree to deliver to lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable lender to pay, at least thirty (30) days before they become due, such taxes, assessments and other similar charges. Lender may apply to the reduction of the sum secured hereby, in such manner as lender shall determine, any amount held by lender hereunder.

1.4 TAXES, LIENS AND OTHER CHARGES.

(a) Mortgages will pay promptly, when and as due, all taxes, assessments, charges, fines and impositions of every nature, whatsoever charged, imposed, levied or assessed or to be charged, imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, which may attain priority over this Mortgage (other than any of the same for which amounts have been paid to lender pursuant to Section 1.3 hereof and for which Mortgages furnish bills promptly when issued).

(b) Mortgages will discharge any lien which has priority over this Mortgage within thirty (30) days of the filing thereof unless within such thirty (30) days period Mortgages (i) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to lender, (ii) contest in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which in lender's sole judgment operate to prevent the enforcement of the lien or forfeiture of any part of the Mortgaged Property, or (iii) secure from the holder of the lien an agreement satisfactory to lender subordinating the lien to this Mortgage.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing

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or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to adversely affect Lender, the indebtedness secured hereby shall, without notice, become due and payable forthwith at the option of lender, if Mortgagors do not pay such tax promptly when due or if such state, federal, municipal or other governmental law, order, rule or regulation prohibits Mortgagors from making such payment.

1.5 INSURANCE. Mortgagors will keep all buildings and improvements now or hereafter situated on the Mortgaged Property insured against loss or damage by fire, lightning and windstorm and all other hazards insured against under the broadest and most comprehensive form of so-called "all risk" insurance coverage under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to lender, under insurance policies payable, in case of loss or damage, to lender, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall provide that the coverage cannot be terminated without thirty (30) days' prior written notice to lender. Mortgagors shall deliver all policies, including additional and renewal policies, to lender, and in case of insurance about to expire, shall deliver certificates evidencing renewal of such policies not less than thirty (30) days prior to the respective dates of expiration.

Provided no Event of Default exists hereunder, insurance proceeds shall be applied to restoration or repair of the Mortgaged Property if, in lender's sole judgment, restoration or repair is economically feasible and the value of lender's security is not reduced, and Mortgagors shall diligently proceed to cause the Mortgaged Property to be repaired or restored. If an Event of Default then exists or the restoration or repair is not economically feasible or the value of lender's security is reduced, the insurance proceeds shall be applied to the indebtedness secured hereby, whether or not then due and payable, with any excess paid to Mortgagors. In the event the insurance proceeds are applied to the indebtedness secured hereby pursuant to the foregoing sentence and such proceeds do not discharge the indebtedness secured hereby in full, the entire indebtedness secured hereby shall become due and payable on one hundred and sixty (160) days' prior notice to Mortgagors from lender.

1.6 CONDEMNATION. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by a governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, lender shall be entitled to all compensation, awards and other payments or relief therefor. All such compensation, awards, and other payments or relief and the right thereto, are hereby assigned by

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Mortgagors to Lender as further security for the indebtedness secured hereby.

Provided no Event of Default exists hereunder, any condemnation award shall be applied to restoration or repair of the Mortgaged Property if, in Lender's sole judgment, restoration or repair is economically feasible and the value of Lender's security is not reduced, and Mortgagors shall diligently proceed to cause the Mortgaged Property to be repaired or restored. If an Event of Default then exists or the restoration or repair is not economically feasible or the value of Lender's security is reduced, such condemnation award shall be applied to the indebtedness secured hereby, whether or not then due and payable, with any excess paid to Mortgagors. In the event such condemnation award is applied to the indebtedness secured hereby pursuant to the foregoing sentence and such award does not discharge the indebtedness secured hereby in full, the entire indebtedness secured hereby shall become due and payable on one hundred and sixty (160) days' prior notice to Mortgagors from Lender.

1.7 CARE OF THE PROPERTY.

(a) Mortgagors will preserve and maintain the Mortgaged Property in good condition and repair ordinary interim wear and tear and casualty excepted, will not commit or suffer any material waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagors shall not retain a third-party manager of the Mortgaged Property without the prior written consent of Lender, which consent may be given or withheld in Lender's reasonable discretion. Mortgagors will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as expressly disclosed in writing to Lender prior to the date of this Mortgage, no buildings, structures, improvements, fixtures, personal property or other part of the Mortgaged Property shall be removed, added to, demolished or altered structurally to any extent or altered non-structurally in any material respect without the prior written consent of Lender; provided, however, no consent (but notice to Lender will still be required) will be required for (i) non-structural improvements which cost in the aggregate less than \$50,000.00, and (ii) tenant improvements pursuant to leases approved by Lender.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagors will give immediate written notice of the same to Lender.

(d) Lender or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours during the term of this

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Mortgage upon reasonable advance notice to Mortgagor, except no advance notice will be required in emergency situations.

(e) Mortgagor will promptly comply, and cause the Mortgaged Property and will utilize its best efforts to cause the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property, or the use or occupancy thereof.

1.8 ENVIRONMENTAL MATTERS.

(f) Definitions. As used herein, the following terms shall have the following meanings:

(i) "Environmental laws" means all applicable federal, state and local statutes, laws, rules, regulations, ordinances, requirements, or rules of common law, including but not limited to those listed or referred to in paragraph (b) below, any judicial or administrative interpretations thereof, and any judicial and administrative consent decrees, orders or judgments, whether now existing or hereinafter promulgated, relating to public health and safety and protection of the environment.

(ii) "Hazardous Material" means any above or underground storage tank, flammable, explosive, accelerants, asbestos, radioactive materials, radon, urea formaldehyde foam insulation, lead based paint, polychlorinated biphenyls, petroleum or petroleum based or related substances, hydrocarbons or like substances and their additives or constituents, methane, solid waste, refuse, garbage, construction debris, rubble, hazardous materials, hazardous wastes, toxic substances or related materials, and including, without limitation, substances now or hereafter defined as "hazardous substances", "hazardous materials", "toxic substances" or "hazardous wastes" in The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et. seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (P.L. 99-499, 42 U.S.C.). The Toxic Substance Control Act of 1976 as amended, (15 U.S.C. §2601 et. seq.), The Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901, et. seq.), The Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et. seq.), The Clean Water Act, as amended (33 U.S.C. §1251, et. seq.), The Clean Air Act, as amended (42 U.S.C. §7401 et. seq.), The Illinois Environmental Protection Act, as amended 415ILCS 5/1, any so-called "Superfund" or "Superlien" law or any other applicable federal, state or local law, common law, code, rule, regulation, or ordinance, presently in effect or hereafter enacted, promulgated or implemented.

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document in connection with the execution and delivery of the Mortgage to Lender or the transactions evidenced or secured by the Note and Mortgage.

(g) Representations and Warranties. Beneficiary hereby represents and warrants and Trustee represents to Lender that:

(i) Compliance. Based solely upon the Environmental Level I Audit dated April 27, 1993 ("Environmental Audit"), prepared by Mostardi Platt Associates concerning the Mortgaged Property, the Mortgaged Property (including underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, are currently in compliance with all applicable Environmental Laws. Based solely upon the Environmental Audit, all required governmental permits and licenses are in effect, and Mortgagors are in compliance therewith. Based solely upon the Environmental Audit, all Hazardous Material generated or handled on the Mortgaged Property, if any, have been disposed of in a lawful manner. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

(ii) Absence of Hazardous Material. Based solely upon the Environmental Audit, no generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material is occurring nor has occurred on or from the Mortgaged Property. Based solely upon the Environmental Audit, no environmental or public health or safety hazards currently exist with respect to the Mortgaged Property or the business or operations conducted thereon. Based solely upon the Environmental Audit, no underground storage tanks (including petroleum storage tanks) are present on or under the Mortgaged Property.

(iii) Proceedings and Actions. To the Mortgagors' knowledge there are no pending or threatened: (a) actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Mortgaged Property, or the disposal or presence of Hazardous Material, or regarding any Environmental Laws; or (b) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of the Mortgaged Property, or the priority of this Mortgage Lien or of any of the other documents or instruments now or hereafter given as security for the indebtedness hereby secured.

(iv) Illinois Responsible Property Transfer Act. The granting of this Mortgage does not require the delivery or recording of a disclosure document pursuant to IRPTA.

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(h) Mortgagor's Covenants. Mortgagors hereby covenant and agree with lender as follows:

(i) Compliance. The Mortgaged Property and the use and operation thereof shall comply with all Environmental Laws. All required governmental permits and licenses shall remain in effect, and Mortgagors shall comply therewith. All Hazardous Material present, handled or generated on the Mortgaged Property will be disposed in a lawful manner. Mortgagors will satisfy all requirements of applicable Environmental Laws for the maintenance, remediation or removal of all underground storage tanks on the Mortgaged Property, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

(ii) Absence of Hazardous Material. No Hazardous Material shall be introduced to or handled on the Mortgaged Property, except as necessary to the conduct of the business of Mortgagors and Mortgagors' tenants and other persons lawfully on the Mortgaged Property in strict compliance with all applicable Environmental Laws.

(iii) Proceedings and Actions. Mortgagors shall immediately notify lender and provide copies within five (5) business days of receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Mortgaged Property or compliance with Environmental Laws. Mortgagors shall defend or promptly cure and have dismissed any such actions and proceedings to the satisfaction of lender. Mortgagors shall keep the Mortgaged Property free of any lien imposed pursuant to any Environmental Laws.

Nothing in the preceding paragraph shall be construed to prevent Mortgagors from raising and vigorously pursuing any and all available defenses to environmental then filed with respect to the Mortgaged Property, except to the extent such liability arises from lender's actions or negligent or willful failure to act after title passes and where lender has the power and duty to act or refrain from acting.

(iv) Environmental Audit. Mortgagors shall provide such information and certifications which lender may reasonably request from time to time to insure Mortgagors' compliance with this Section. To investigate lender's compliance with Environmental Laws and with this Section, lender shall have the right, but no obligation, at any time to enter upon the Mortgaged Property, take samples, review Mortgagors' books and records, interview Mortgagors' employees and officers, and conduct similar activities. Mortgagors shall cooperate in the conduct of such an audit.

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(j) Lender's Right to Rely. Lender is entitled to rely upon Mortgagee's representations and warranties contained in this Section despite any independent investigations by Lender or its consultants. The Mortgagee shall take reasonable actions to determine for itself, and to remain aware of, the environmental condition of the Mortgaged Property and shall have no right to rely upon any environmental investigations or findings made by Lender or its consultants.

(k) Indemnification. Mortgagee agrees to indemnify, defend (at trial and appellate levels and with counsel reasonably acceptable to Lender and at Mortgagee's sole cost) and hold Lender and its Affiliated Persons free and harmless from and against Lender's Environmental Liability. The foregoing Indemnity shall survive satisfaction of the loan evidenced by the Note and any transfer of the Mortgaged Property to Lender by voluntary transfer, foreclosure or by a deed in lieu of foreclosure. This indemnification shall not apply to any liability incurred by Lender as a direct result of affirmative actions of Lender as owner and operator of the Mortgaged Property after Lender has acquired title to the Mortgaged Property and which actions are the substantial cause of damage resulting from the introduction and initial release of a Hazardous Material upon the Mortgaged Property by Lender; PROVIDED, HOWEVER, this indemnity shall otherwise remain in full force and effect, including, without limitation, with respect to Hazardous Material which is discovered or released at the Mortgaged Property after Lender acquires title to the Mortgaged Property but which was not actually introduced at the Mortgaged Property prior to the date Lender takes title to the Mortgaged Property and with respect to all substances which may be Hazardous Material and which are situated at the Mortgaged Property prior to Lender taking title but are removed by Lender subsequent to such date.

(l) Waiver. Mortgagee, their successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Lender under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Lender is strictly liable under any Environmental Laws, Mortgagee's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Mortgagee with respect to the violation or condition which results in liability to Lender, except to the extent such liability arises from Lender's actions or negligent or willful failure to act, after Lender takes title to the Mortgaged Property.

ARTICLE 2

2.1 EVENTS OF DEFAULT. The terms "Event of Default" or "Events of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

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(a) A default in the payment when due of any of the indebtedness secured hereby and, with regard only to any monthly payment due under the Note, such failure continues for fifteen (15) days; or

(b) Failure by Mortgagors to duly observe or perform any other term, covenant, condition or agreement of the Note or this Mortgage (other than those contained in Section 2.1(a) above) and such failure continues for thirty (30) days after written notice thereof from Lender to Mortgagors; provided, however, if such failure cannot be cured within such thirty (30) day period Mortgagors shall be given a reasonable period to cure such failure, but only if Mortgagors commence such cure within the thirty (30) day period and diligently pursue such cure thereafter; or

(c) The occurrence of an Event of Default under any assignment of lease, assignment of rents or any other agreement given or made as additional security for the indebtedness secured hereby; or

(d) The filing by any Mortgagor or Guarantor or any "Substitute Guarantor" (as hereinafter defined) of a voluntary petition in bankruptcy or adjudication of Mortgagors or Guarantor as a bankrupt or insolvent, or the filing by any Mortgagor, Guarantor or Substitute Guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any Mortgagor's, Guarantor's, or Substitute Guarantor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of itself or any portion of its assets or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due; or

(e) The entry by a court of competent jurisdiction of any order, judgment or decree approving a petition filed against any Mortgagor, Guarantor, or Substitute Guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and untrayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of any Mortgagor, Guarantor or Substitute Guarantor or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which

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appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(f) if within sixty (60) days after the death or legal incapacity of Guarantor, Mortgagors fail to provide a Guaranty in substantially the same form as the Guaranty executed and delivered by a substitute guarantor who shall be acceptable to Lender in its sole discretion ("Substitute Guarantor"); or

(g) Marshalls of Evanston, Ill. Inc. does not exercise its option to extend its lease term beyond January 31, 1995, under and pursuant to lease for a portion of the Mortgaged Property dated as of April 30, 1985, as amended; or

(h) Trustee fails to make any payment required to be made by it under the Declaration of Obligations between Trustee and Louis Feil dated May 4, 1993 and recorded in the Office of the Cook County Recorder of Deeds as Document No. 93193391.

2.2 Remedies. When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagors from complying with the terms of this instrument) and in addition to such other rights as may be available under applicable law or under the any of the documents which evidence or secure the Loan, but subject at all times to any mandatory legal requirements:

(a) **Acceleration.** Lender may, by written notice to Mortgagors, declare the Note and all unpaid indebtedness of Mortgagors hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) **Uniform Commercial Code.** Lender shall, with respect to any part of the Mortgaged Property constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property or any part thereof, and the right to enter with legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagors at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute no much additional indebtedness hereby secured and shall be payable upon demand with interest at the Default Interest Rate.

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(c) Foreclosure. Lender may proceed to protect and enforce the rights of Lender hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included an additional indebtedness hereby secured in the decree of sale, all expenditures and expenses authorized by the Illinois Mortgage Foreclosure Law, 735 ICS 5/15-1101, et seq., and from time to time amended (the "Act") and all other expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and insurance with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Mortgage, the Note or the Mortgaged Property, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional indebtedness hereby secured and shall be immediately due and payable by Mortgagors, with interest thereon at the Default Interest Rate until paid.

(d) Appointment of Receiver. Lender shall, as a matter of right, without notice and without giving bond to Mortgagors or anyone claiming by, under or through it, and without regard to the solvency or insolvency of any Mortgagor or Beneficiary, or the then value of the Mortgaged Property, be entitled to have a receiver appointed pursuant to the Act of all or any part of the Mortgaged Property and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagors hereby consent to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Property or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagors or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

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(c) Taking Possession, Collecting Rents, Etc. Upon demand by Lender, Mortgagor shall surrender to Lender and Lender may enter and take possession of the Mortgaged Property or any part thereof personally, by its agent or attorney or be placed in possession pursuant to court order as mortgagee in possession or receiver as provided in the Act, and Lender, in its discretion, personally, by its agent or attorney or pursuant to court order as mortgagee in possession or receiver as provided in the Act may enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers, and accounts of Mortgagor relating thereto, and may exclude Mortgagor and any agents and servants thereof wholly therefrom and may, in its own name as Lender and under the powers herein granted:

(i) hold, operate, manage and control all or any part of the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measure, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or maturity of the rents, issues, deposits, profits, and avails of the Mortgaged Property, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(ii) cancel or terminate any lease or sublease of all or any part of the Mortgaged Property for any cause or on any ground that would entitle Mortgagor to cancel the same;

(iii) object to disaffirm any lease or sublease of all or any part of the Mortgaged Property made subsequent to this Mortgage without Lender's prior written consent;

(iv) extend or modify any then existing leases and make new leases of all or any part of the Mortgaged Property, which extensions, modifications, and new leases may provide for terms to expire, or for options to be exercised to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the insurance of a deed or deed to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interests in the Mortgaged Property are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness hereby secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(v) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments,

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shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Sections 5/15-1510 and 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Sections 23(c) or 26 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

2.4 WAIVER OF RIGHT TO REDEEM FROM SALE WAIVER OF APPRAISEMENT, VALUATION, ETC. Mortgagors shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagors for itself and all who may claim through or under them waive any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Property may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Lender may determine. Lender shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Lender so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Lender with the amount payable to Lender out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagors acknowledge that the Mortgaged Property does not constitute agricultural real estate, as defined in Section 5/15-1201 of the Act, or residential real estate, as defined in Section 5/15-1219 of the Act. To the fullest extent permitted by law, Mortgagors, pursuant to 5/15-1601(b) of the Act, hereby voluntarily and knowingly waive any and all rights of redemption on behalf of Mortgagors, and each and every person acquiring any interest in, or title to the Mortgaged Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

2.5 COSTS AND EXPENSES OF FORECLOSURE. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all

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such abstracts of title, title searches and examination, guarantee policies, Terrens certification and similar data and assurances with respect to title as lender may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Property, and all of which expenditures shall become so much additional indebtedness hereby incurred which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Interest Rate.

2.6 INSURANCE AFTER FORECLOSURE. Whenever provision is made in the Mortgage for insurance policies to bear mortgage claims or other loan payable claims or endorsements in favor of lender, or to confer authority upon lender to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the lender shall continue in the lender as judgment creditor or mortgagee until confirmation of sale. Upon confirmation of sale, lender shall be empowered to assign all policies of insurance to the purchaser at the sale.

2.7 LAND TRUST. The trust arrangement under which Trustee has been established constituted a "land trust" as said term is defined in Section 5/15-1205 of the Act.

2.8 PROTECTIVE ADVANCES. All advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

(a) all advances by lender in accordance with the terms of this Mortgage to: (i) preserve or maintain, repair, renovate or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b) (5) of Section 5/15-1302 of the Act;

(b) payments by lender to: (i) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court

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approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

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

(d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504 (d)(2) and 5/15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Lender for the enforcement of this Mortgage or arising from the interest of the Lender hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) Lender's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1508 of the Act;

(f) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

(g) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15-1512 of the Act;

(h) expenses incurred and expenditures made by Lender for any one or more of the following: (a) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee taken possession of the mortgaged real estate imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (b) repair or restoration of damage or deterioration in excess of available insurance proceeds or condemnation awards; (c) payments required or deemed by Lender to be for the benefit of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the mortgaged real estate; (d) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the mortgaged real estate; (e) pursuant to any lease or other agreement for occupancy of the mortgaged real estate.

All Protective Advances shall be no much additional indebtedness incurred by this Mortgage, and shall become immediately due and payable without notice and with interest

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thereon from the date of the advance until paid at the Default Interest Rate.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(10) of Section 5/15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(i) determination of the amount of indebtedness secured by this Mortgage at any time;

(ii) the indebtedness found due and owing to the Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) determination of amounts deductible from sale proceeds pursuant to Section 5/15-1508 of the Act;

(iv) application of income in the hands of any receiver or Lender in possession; and

(v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

2.9 APPLICATION OF PROCEEDS. The proceeds of any foreclosure sale of the Mortgaged Property or of any sale of property pursuant to Section 2.2(c) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 2.2(b), 2.2(c) and 2.5 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Third, to all interest on the Note; Fourth, to all principal on the Note with any overplus to whomsoever shall be lawfully entitled to same.

2.10 LENDER'S REMEDIES CUMULATIVE - NO WAIVER. No remedy or right of Mortgagee shall be exclusive but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or provided for in any other document which evidences or secures the loan. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence

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therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by lender.

ARTICLE 3

3.1 SUITS TO PROTECT THE MORTGAGED PROPERTY. Lender shall have power after an Event of Default (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of lender, and all costs and expenses incurred by lender in connection therewith (including, without limitation, attorney's fees) shall be paid by Mortgagors to lender on demand (with interest at the Default Rate) and shall be additional indebtedness secured hereby.

3.2 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Mortgagors and lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Mortgage to Mortgagors or to lender, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Mortgagors or lender.

3.3 NOTICES. All notices, demands and requests required or desired to be given hereunder shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid, return receipt requested, addressed, in the case of Mortgagors, to:

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c/o Joseph J. Freed Associates, Inc.
1000 Capital Drive
Wheeling, Illinois 60090
Attention: Joseph J. Freed

With a copy to:

Coffield Ungareri & Harris
Attorneys at Law
3500 Three First National Plaza
Chicago, Illinois 60602-4283
Attention: Rick E. Smith

and, in the case of Lender, to:

First Midwest Bank, N.A.
125 Waukegan Street
Darien, Illinois 60015
Attention: President

With a copy to:

Bernard A. Schlitke
Miller, Shakman, Hamilton & Kurtzow
208 South La Salle Street, Suite 1200
Chicago, Illinois 60604

or at such changed addresses or to the attention of such other party as may from time to time be designated in writing by the party to be given notice. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder on receipt or refusal to accept receipt.

3.2 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.5 APPLICABLE LAW. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Illinois.

3.6 SECURITY AGREEMENT. This Mortgage shall be construed as a "Security Agreement" and financing statement within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. Lender shall have all the rights with respect to such fixtures and personal property afforded to it by such Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Lender by this Mortgage or any other agreement.

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10/25/2025

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3.7 MODIFICATION. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the Mortgagors and lender or their respective successors and assigns.

LASALLE NATIONAL TRUST, N.A.

3.8 EXCULPATION OF TRUSTEE. This Mortgage is executed by ~~Colonial Bank and Trust Company of Chicago~~, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this instrument or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by any co-maker or guarantor hereof, and each original and successive holder of the Note accepts the same upon the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the property described in this Mortgage, or in the proceeds arising from the sale or other disposition thereof, but that in case of any default under the Note, the sole remedy of the holder hereof shall be by foreclosure of this Mortgage given to secure the indebtedness evidenced by the Note in accordance with the terms and provisions in this Mortgage set forth, by realization on other collateral security hereof and/or by action to enforce the personal liability of any co-maker hereunder or any guarantor of the payment hereof.

3.9 JOINT AND SEVERAL. If Mortgagors consist of more than one person or entity, the liability of each hereunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagors have signed and delivered this Mortgage and Security Agreement on the day and year first above written.

LASALLE NATIONAL TRUST, N.A., SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, not personally, but solely as Trustee under Trust Agreement dated February 20, 1984 and known as Trust No. 107664

By: [Signature]
Title: Assistant Vice President

Attorneys Allen & Meade
[Signature]
Attorneys

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1 2 3 4 5 6 7 8 9

EVANSTON MAIN, LTD., an Illinois limited partnership

By: Evanston Main Properties, Inc., an Illinois corporation
Its: General Partner

By:  President
Its:

Property of Cook County Clerk's Office

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STATE OF Ill)
COUNTY OF Cook) SS.

I HEREBY CERTIFY that on this 12th day of May 1998, before me personally appeared Steve Stankovic Vice President and Secretary of Evanston-Main Properties, Inc., an Illinois corporation and a General Partner of Evanston-Main, Ltd., an Illinois limited partnership, known to be the same persons who signed the foregoing instrument as their free act and deed as such officers for the use and purpose therein mentioned, and that the said instrument is the act and deed of such partnership.

WITNESS my signature and official seal at Wheaton in the County of Cook and State of Ill, the day and year last aforesaid.

(NOTARY SEAL)



Ellen Butor
Notary Public

My Commission Expires: 2/30/94

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EXHIBIT A

PARCEL 1:

LOTS 2 AND THE EAST 15.50 FEET OF THE NORTH 78.27 OF LOT 3 IN MAIN STREET COMMONS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MAIN STREET COMMONS SUBDIVISION RECORDED MARCH 15, 1993 AS DOCUMENT NUMBER 93193389 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY CONSTRUCTION, OPERATION, MAINTENANCE AND RECIPROCAL EASEMENT AGREEMENT DATED MARCH 11, 1993 AND RECORDED MARCH 15, 1993 AS DOCUMENT NUMBER 93193397 FOR INGRESS AND EGRESS, PASSAGE AND PARKING OF VEHICLES, AND PASSAGES AND ACCOMMODATION OF PEDESTRIANS UPON THE COMMON AREA; FOR THE INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF THE COMMON UTILITY FACILITIES; FOR CONSTRUCTION AND FOR MAINTAINING THE COMMON FOUNDATIONS, UNDER, OVER AND UPON THE COMMON AREAS, ALL WITHIN THE FOLLOWING DESCRIBED PARCELS OF LAND.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY DEED OF DEDICATION RECORDED JUNE 23, 1978 AS DOCUMENT 24504249 AND AMENDED BY FIRST AMENDMENT TO DEED OF DECLARATION DATED MARCH 4, 1993 AND RECORDED MARCH 15, 1993 AS DOCUMENT NUMBER 93193390 FOR PASSAGES AND USE, BOTH PEDESTRIAN AND AUTOMOTIVE, FOR PURPOSES OF INGRESS AND EGRESS, AND PARKING OVER, UPON AND ACROSS ALL DRIVES, PARKING AREAS AND ACCESS WAYS OR ROUTES TO AND FROM THE PUBLIC WAY AS THERE MAY FROM TIME TO TIME EXIST ON THE FOLLOWING TWO PARCELS OF LAND:

- (1) THAT PARCEL OF LOT 2 OF GENERAL DYNAMICS-EVANSTON INDUSTRIAL PARK RECORDED MAY 16, 1969 IN BOOK 791 AT PAGES 47 AND 48 AS DOCUMENT 20843500, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE DUE WEST 622.56 FEET ON THE NORTH LINE OF SAID LOT 2 TO A POINT 14.02 FEET DUE EAST OF THE NORTHWEST CORNER OF THE SAID LOT 2; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST, 655.00 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 87 DEGREES 31 MINUTES 47 SECONDS EAST, 281.00 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST 159.00 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 47 SECONDS EAST 294.87 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 24 DEGREES 29 MINUTES 53 SECONDS EAST 106.33 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 39 DEGREES 03 MINUTES 08 SECONDS EAST, 38.92 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 2 TO THE EAST LINE OF SAID LOT 2;

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THENCE DUE NORTH 191.19 FEET ON THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, AND ALL BEING SITUATED IN THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART THEREFORE FALLING IN PARCEL 1 AFORESAID)

AND

(2) THAT PARCEL OF LOT 2 OF GENERAL DYNAMICS EVANSTON INDUSTRIAL PARK (RECORDED MAY 16, 1969 IN BOOK 9791 AT PAGES 147 AND 48 AS DOCUMENT NUMBER 20841500) AND THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 2; THENCE DUE WEST 622.56 FEET (622.54 MEASURED) ON THE NORTH LINE OF SAID LOT 2 TO A POINT 14.02 FEET DUE EAST OF THE NORTH WEST CORNER OF THE SAID LOT 2; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST, 665.00 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST, 320.60 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE NORTH 87 DEGREES 31 MINUTES 47 SECONDS WEST, 141.00 FEET TO THE WEST LINE OF LOT 2; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST, 548.60 FEET; THENCE NORTH 66 DEGREES 13 MINUTES 02 SECONDS EAST, 41.65 FEET; THENCE NORTH 24 DEGREES 29 MINUTES 53 SECONDS EAST, 100 FEET; THENCE NORTH 66 DEGREES 13 MINUTES 02 SECONDS EAST, 200 FEET; THENCE NORTH 24 DEGREES 29 MINUTES 53 SECONDS EAST, 294.02 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 47 SECONDS EAST, 294.87 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST, 159 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 47 SECONDS WEST, 281 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID)

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY DEED RECORDED SEPTEMBER 11, 1970 AS DOCUMENT 21262208 FOR DRIVEWAY PURPOSES OVER AND UPON THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24 AND THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST 1563.60 FEET ON THE WEST LINE OF SAID SECTION 24 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 13 MINUTES 02 SECONDS EAST 33.46 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST 225.88 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 32 SECONDS EAST 111.58 FEET; THENCE SOUTH 02 DEGREES 41 MINUTES 28 SECONDS WEST 143.34 FEET; THENCE SOUTH 11 DEGREES 48 MINUTES 34 SECONDS WEST 382.55 FEET; THENCE SOUTH 24 DEGREES 20 MINUTES 48 SECONDS WEST 247.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OAKTON STREET;

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THENCE NORTH 89 DEGREES 05 MINUTES 32 SECONDS WEST 32.70 FEET ON THE NORTHERLY RIGHT OF WAY LINE OF OAKTON STREET TO THE WESTERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTH 24 DEGREES 20 MINUTES 48 SECONDS EAST 139.35 FEET ON THE SAID WESTERLY RIGHT OF WAY LINE TO THE WEST LINE OF SAID SECTION 24; THENCE NORTH 02 DEGREES 20 MINUTES 13 SECONDS EAST 109.43 FEET ON THE WEST LINE OF SAID SECTION 24; THENCE NORTH 11 DEGREES 48 MINUTES 34 SECONDS EAST 189.05 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 28 SECONDS EAST 146.66 FEET; THENCE NORTH 14 DEGREES 16 MINUTES 32 SECONDS WEST 111.92 FEET TO THE WEST LINE OF SAID SECTION 24; THENCE NORTH 02 DEGREES 26 MINUTES 13 SECONDS EAST 215.32 FEET ON THE WEST LINE OF SAID SECTION 24 TO THE TRUE POINT OF BEGINNING, ALL SITUATED IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

10-24-300-029
10-24-300-034
10-24-300-004
10-24-300-033
10-24-300-041
10-24-300-003
10-24-300-024
10-24-300-043
10-24-300-028

STREET ADDRESS: 2400-2410 MAIN STREET
EVANSTON, ILLINOIS

This instrument prepared by

*Edward Malstrom
208 S. La Salle St
Chicago, Ill. 60604*

*Mail
7/20*

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NEAR NORTH NATIONAL TITLE CORPORATION ISSUING AGENT

LENDER'S FORM

SCHEDULE B

Number: N930311A

This policy does not insure against loss or damage by reason of the following:

1. GENERAL REAL ESTATE TAXES FOR THE YEARS 1992 AND 1993.
TAX NUMBERS 10-24-300-029, 10-24-300-013, 10-24-300-033,
10-24-300-041, 10-24-300-003, 10-24-300-024, 10-24-300-043,
10-24-300-028.
- NOTE: THE 1992 AND 1993 TAXES ARE NOT YET DUE AND PAYABLE.
2. A 33 FOOT SEWER EASEMENT ALONG THE SOUTHERLY PART OF LOT 2 AS SHOWN ON THE PLAT OF GENERAL DYNAMICS-EVANSTON INDUSTRIAL PARK, RECORDED APRIL 28, 1969 AS DOCUMENT 20823144 AND RERECORDED MAY 16, 1969 AS DOCUMENT 20843500.
3. GRANT OF A 30 FOOT STORM SEWER EASEMENT MADE BY THE CARDIFF CORPORATION, A CORPORATION OF NEW YORK, TO THE CITY OF EVANSTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, RENEWING, RELOCATING AND REMOVING FROM TIME TO TIME A STORM SEWER, WITH RIGHT OF ACCESS THERETO, AS DELINEATED ON PLAT MARKED EXHIBIT "A" AND ATTACHED TO SAID GRANT RECORDED AUGUST 7, 1981 AS DOCUMENT 25962201.
4. GRANT OF RIGHT OF ENTRY MADE BY HANOVER EVANSTON, INC., TO THE CITY OF EVANSTON OF THE RIGHT TO ENTER UPON THE LAND DESCRIBED IN THE GRANT OF EASEMENT RECORDED AS DOCUMENT 25962201 FOR THE PURPOSE OF CONSTRUCTING, OPERATING, RENEWING, RELOCATING AND OTHERWISE IMPROVING SAID LAND FOR A STORM SEWER TO BE INSTALLED IN, UPON, ACROSS AND UNDER THE SURFACE OF SAID PROPERTY, RECORDED AUGUST 7, 1981 AS DOCUMENT 25962200.
5. GRANT OF NON-EXCLUSIVE EASEMENT APPURTENANT, LICENSE, RIGHT AND PRIVILEGE OF PASSAGE AND USE, BOTH PEDESTRIAN AND AUTOMOTIVE, FOR THE PURPOSE OF INGRESS AND EGRESS AND PARKING OVER, UPON AND ACROSS ALL DRIVES, PARKING AREAS, SERVICE AREAS AND ACCESS WAYS OR ROUTES TO AND FROM THE PUBLIC WAY AS THERE MAY FROM TIME TO TIME EXIST UPON THE LAND, AS WELL AS THE USE, MAINTENANCE, REPAIR AND REPLACEMENT THEREOF OF ALL UTILITY LINES, WIRES, PIPES, CONDUITS, SEWERS AND DRAINAGE LINES NOW, OR HEREAFTER, IN, AND UPON THE LAND, AS CONTAINED AND SET FORTH IN DEED OF DECLARATION MADE BY HANOVER EVANSTON, INC., A CORPORATION OF ILLINOIS, AND RECORDED JUNE 23, 1978 AS DOCUMENT 24504249.
6. GRANT OF EASEMENT DATED NOVEMBER 22, 1963 AND RECORDED NOVEMBER 27, 1963 AS DOCUMENT 18982386 FOR PUBLIC UTILITIES FROM CHICAGO

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AND NORTHWESTERN RAILWAY COMPANY TO THE COMMONWEALTH EDISON COMPANY TO CONSTRUCT, MAINTAIN AND USE STEEL TOWERS AND HIGH VOLTAGE TRANSMISSION LINES, AND FOR NO OTHER PURPOSE WHATSOEVER, UPON THAT PART OF THE PREMISES FALLING IN THE RIGHT OF WAY OF SAID RAILROAD AND THE COVENANTS AND PROVISIONS THEREIN CONTAINED.

7. GRANT OF EASEMENT MADE BY THE CARDIFF CORPORATION, A CORPORATION OF NEW YORK, TO NORTHERN ILLINOIS GAS COMPANY, A CORPORATION OF ILLINOIS ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF LAYING, MAINTAINING, OPERATING RENEWING, REPLACING AND REMOVING GAS MAINS AND ANY NECESSARY GAS FACILITIES APPURTENANT THERETO, TOGETHER WITH RIGHT OF ACCESS THERETO FOR SAID PURPOSES, IN UPON UNDER ALONG AND ACROSS A STRIP OF LAND 10 FEET IN WIDTH SUBSTANTIALLY AS INDICATED IN RED ON PLAT ATTACHED TO SAID GRANT AND MARKED EXHIBIT "A" RECORDED OCTOBER 6, 1978 AS DOCUMENT 24651152.
8. GRANT OF EASEMENT MADE BY THE CARDIFF CORPORATION, A CORPORATION OF NEW YORK, TO THE COMMONWEALTH EDISON COMPANY ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC UTILITY PURPOSES TO INSTALL ELECTRIC FACILITIES IN AND UPON THE LAND APPROXIMATELY AS SHOWN ON EXHIBIT "A" ATTACHED TO SAID GRANT, RECORDED JUNE 25, 1980 AS DOCUMENT NUMBER 25496811.
9. DECLARATION OF OBLIGATIONS DATED MARCH 4, 1993 AND RECORDED MARCH 15, 1993 AS DOCUMENT NUMBER 93193391 BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1984 AND KNOWN AS TRUST NUMBER 107664 AND LOUIS FELL.
10. TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THE CONSTRUCTION, OPERATION, MAINTENANCE AND RECIPROCAL EASEMENT AGREEMENT DATED MARCH 11, 1993 AND RECORDED MARCH 15, 1993 AS DOCUMENT NUMBER 93193397 BY AND BETWEEN LASALLE NATIONAL TRUST N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1984 AND KNOWN AS TRUST NUMBER 107664 AND WAL-MART STORES INC.
11. RESERVATION CONTAINED IN QUIT CLAIM DEED RECORDED NOVEMBER 20, 1968 AS DOCUMENT NUMBER 20682160 WHEREIN CHICAGO AND NORTHWESTERN RAILWAY COMPANY, GRANTOR THEREIN, RESERVES UNTO ITSELF AND ITS SUCCESSORS AND ASSIGNS THE RENTALS ACCURING UNDER THE EASEMENT RECORDED AS DOCUMENT 18982386 AND FURTHER RESERVES THE RIGHT TO MAINTAIN, OPERATE, USE, RECONSTRUCT AND REPLACE THE 6 INCH SANITARY SEWER AND THE 4 INCH WATER MAIN LYING WITHIN THE SOUTHERLY 125 FEET OF SAID EASEMENT.
12. RIGHTS OF THE CITY OF EVANSTON IN THAT PORTION OF THE LAND FALLING WITHIN THE SOUTH 33 FEET OF THE WEST 1/3 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACQUIRED PURSUANT TO JUDGMENT ENTERED ON NOVEMBER 18, 1920 IN CASE 43831, COUNTY COURT OF COOK COUNTY, ILLINOIS, FOR AN EASEMENT FOR RIGHT OF WAY FOR A SYSTEM OF SEWERS.

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13. GRANT OF EASEMENT MADE BY CARDIFF CORPORATION, A CORPORATION OF NEW YORK, TO THE COMMONWEALTH EDISON COMPANY ITS SUCCESSORS AND ASSIGNS, FOR THE PUBLIC UTILITY PURPOSES TO INSTALL ELECTRIC FACILITIES IN AND UPON THE LAND APPROXIMATELY AS SHOWN ON EXHIBIT "A" ATTACHED TO SAID GRANT, RECORDED MAY 4, 1981 AS DOCUMENT NUMBER 25858599.
14. TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENTS SET FORTH AS PARCELS 2, 3 AND 4 CONTAINED IN THE INSTRUMENTS CREATING THEM.
15. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF THE EASEMENTS SET FORTH AS PARCELS 2, 3 AND 4.
16. RESERVATION OF THE RIGHT TO MAINTAIN, OPERATE, USE, RECONSTRUCT AND REPLACE ANY AND ALL HERETOFORE EXISTING CONDUITS, SEWER, WATER MAINS, GAS LINES, ELECTRIC POWER LINES, COMMUNICATIONS LINES, WIRES AND OTHER UTILITIES AS RESERVED IN DEED RECORDED SEPTEMBER 11, 1970 AS DOCUMENT NUMBER 21262208.
17. RESERVATION CONTAINED IN QUIT CLAIM DEED RECORDED SEPTEMBER 11, 1970 AS DOCUMENT 21262208 WHEREIN CHICAGO AND NORTHWESTERN RAILWAY COMPANY, GRANTOR THEREIN RESERVES UNTO ITSELF AND ITS SUCCESSORS AND ASSIGNS THE RENTALS ACCURING UNDER THE EASEMENT RECORDED AS DOCUMENT 18960286.
18. RESERVATIONS CONTAINED IN DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DELAWARE CORPORATION TO ALEXANDER A. ZERA, JR. AND PHILIP V. ZERA RECORDED JULY 17, 1980 AS DOCUMENT NUMBER 25518294 RESERVING TO GRANTOR ITS LESSEES, LICENSEES, SUCCESSORS AND ASSIGNS, THE RIGHT TO CONTINUE TO PROTECT, MAINTAIN, OPERATE AND USE ANY ALL EXISTING CONDUITS, SEWERS, WATER MAINS, GAS LINES, ELECTRIC POLE LINES, COMMUNICATION LINES, WIRES AND OTHER UTILITIES AND EASEMENTS OF ANY KIND WHATSOEVER ON SAID LAND INCLUDING THE REPAIR, RECONSTRUCTION AND REPLACEMENT THEREOF *and to perform any repairs for any such system*
19. GRANT OF EASEMENT TO CITY OF EVANSTON RECORDED AUGUST 7, 1981 AS DOCUMENT NUMBER 25962203 FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, RENOVING, RELOCATING AND REPAIRING A STORM SEWER AND THE RIGHT IF NECESSARY THEREFO.
20. RIGHT AND INTEREST OF THE THE CITY OF EVANSTON TO MAINTAIN A SEWER DISCLOSED BY THE DEED FROM BERNARD F. WEBER AND ANNIE M. WEBER TO THE CHICAGO AND NORTHWEST RAILWAY COMPANY RECORDED MARCH 15, 1922 AS DOCUMENT 7429759 AND CREATED BY DECREE ENTERED IN CASE 40811 ON MARCH 25, 1920 AFFECTING: THE SOUTH 33 FEET OF THE WEST 1/3 OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH RANGE 13.
21. MEMORANDUM OF LEASE DATED APRIL 16, 1985 AND RECORDED JUNE 7, 1985 AS DOCUMENT NUMBER 8451968 MADE BY LANALLI NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1984 AND KNOWN AS TRUST NUMBER 107064, LESSOR AND TRAK AUTO EAST CORPORATION, LESSEE, AND RIGHTS OF ALL PARTIES.

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CLAIMING THEREUNDER.

22. MEMORANDUM OF LEASE DATED DECEMBER 12, 1985 AND RECORDED JANUARY 28, 1986 AS DOCUMENT NUMBER 86038186, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1984 AND KNOWN AS TRUST NUMBER 107664, LESSOR, AND MARSHALLS OF EVANSTON, LESSEE, AND RIGHTS OF ALL PARTIES CLAIMING THEREUNDER.
23. UNRECORDED SPACE LEASE DATED SEPTEMBER 30, 1985, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1984 AND KNOWN AS TRUST NUMBER 107664, LESSOR, AND TANDY CORPORATION, LESSEE, AND RIGHTS OF ALL PARTIES CLAIMING THEREUNDER.
24. ASSIGNMENT OF LEASES AND RENTS DATED _____ AND RECORDED _____ AS DOCUMENT NUMBER _____.
25. SECURITY INTEREST OF FIRST MIDWEST BANK, N.A. AS SECURED PARTY IN FINANCING STATEMENT EXECUTED BY LASALLE NATIONAL TRUST N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 20, 1984 AND KNOWN AS TRUST NUMBER 107664 FILED MAY _____, 1993 AS DOCUMENT NUMBER _____.
26. SECURITY INTEREST OF FIRST MIDWEST BANK, N.A. AS SECURED PARTY IN FINANCING STATEMENT EXECUTED BY EVANSTON-MAIN LIMITED AND FILED MAY _____, 1993 AS DOCUMENT NUMBER _____.

NOTE: THIS PRO-FORMA POLICY IS BEING ISSUED IN ANTICIPATION OF AN UPCOMING CLOSING AND IS NOT A REFLECTION OF THE CURRENT STATE OF TITLE. THE ISSUANCE OF THIS POLICY SHOULD NOT BE CONSTRUED AS A COMMITMENT TO ISSUE A FINAL POLICY IN THIS FORM WITHOUT CLEARANCE AS A RESULT OF SAID CLOSING.

ISSUING AGENT

BY: _____
AUTHORIZED SIGNATORY

NEAR NORTH NATIONAL TITLE CORPORATION

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