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Prepared by mail to:  
Kris Curran  
Cofield, Ungelett, & Harris  
Three First National Plaza  
Chicago, IL 60602

SFLIC #12871

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MORTGAGE 93398688

THIS MORTGAGE (hereinafter referred to as the "Mortgage") is made as of the 17th day of May, 1993, by NORTHBROOK TRUST & SAVINGS BANK, not personally but as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. 2048 (hereinafter referred to as "First Trust") and NORTHBROOK TRUST & SAVINGS BANK, not personally, but solely as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. 2049 (hereinafter referred to as "Second Trust") (First Trust and Second Trust are hereinafter collectively referred to as "Trustee") whose address is set forth below, and S. GUY FISHMAN, EDWIN A. MCGUIRE, JOSEF J. CEISEL and JAMES E. O'HALLORAN, JR., collectively the sole beneficiaries of each of the First Trust and Second Trust (hereinafter collectively referred to as "Beneficiary"), whose address is set forth below, (the Trustee and Beneficiary are hereinafter collectively referred to as "Mortgagor"), in favor of STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation, whose address is set forth below, as Mortgagee.

LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle Bank (National Bank) formerly known as Northbrook Trust & Savings Bank

Article I

TERMS OF THE INDEBTEDNESS

1.1 Certain Terms of Indebtedness: The following is a summary of certain terms of the indebtedness (as hereinafter defined) secured by this Mortgage. A true and correct copy of the Note referred to below is attached hereto as Exhibit A and is hereby incorporated herein by reference and should be referred to for a complete recital of all terms and conditions thereof:

(a) Note: That certain Promissory Note (hereinafter referred to as the "Note") of even date herewith made by Trustee payable to the order of Mortgagee in the principal amount of Five Million Four Hundred Thousand Dollars (\$5,400,000.00).

(b) Interest Rate and Payments: Interest shall accrue under the Note at the rate of Eight and 5/100ths Percent (8.05%) per annum, and installments of interest and of principal outstanding under the Note shall be due and payable in the amounts, at the times and otherwise as provided in the Note.

(c) Maturity Date: All of the unpaid principal balance outstanding under the Note and all unpaid interest accrued thereon shall become due and payable, if not sooner paid or if not sooner due by acceleration, notice of prepayment, or otherwise, on February 1, 2009 (hereinafter referred to as the "Maturity Date").

(d) Prepayment: The Note is closed to prepayment until JUNE 1, 1998. Thereafter, the Note may be prepaid in full, not in part, but only as provided in the Note. Any payment in full of the Note shall include, in addition to the unpaid principal balance outstanding, all interest accrued thereon and any other sums which are secured by the Mortgage and other Loan Documents (as hereinafter defined), including, but not limited to, any prepayment premium required to be paid under the Note, any expenses incurred by Mortgagee in connection with this Loan or in connection with any prior Event of Default (as hereinafter defined) under the Note, Mortgage or other Loan Documents.

(e) Definition of the Indebtedness: The term "Indebtedness" shall mean the principal amount of, interest payable on, and all fees, amounts, payments, premiums, liabilities and monetary liabilities and obligations due or required to be paid by Mortgagor under the Note, this Mortgage or the other Loan Documents, or under any future advance note, or under any and all amendments, modifications, restatements, replacements, consolidations, substitutions, renewals, extensions and increases to the Note and other Loan Documents, whether heretofore or hereafter existing, and whether direct or indirect, absolute or contingent.

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## Article 2

### DEFINITIONS

2.1. **Definitions:** The following terms shall have the following meanings (any other capitalized term used herein that is not expressly defined in this Article shall have the meaning defined elsewhere in this Mortgage or in the other Loan Documents):

(a) **Affiliated Person:** Any (i) guarantor of any part of the Indebtedness and any subsequent or successor guarantor; and (ii) Beneficiary, and any subsequent or successor beneficiary of Trustee, any general partner of any general or limited partnership that is a beneficiary of Trustee and the joint venture partners of any joint venture that is a beneficiary of Trustee, any persons or entities holding the controlling shareholder interests in any corporation that is a beneficiary of Trustee and any other corporation so controlled by such persons or entities or by such corporate beneficiary of Trustee; and (iii) if Mortgagor is a general or limited partnership, its general partners and any subsequent or successor general partners thereof; and (iv) if Mortgagor is a joint venture, the joint venture partners thereof; and (v) if Mortgagor is a corporation, the persons or entities holding the controlling shareholder interests therein.

(b) **Awards:** All awards and payments heretofore or hereafter made by any municipal, state or federal agency or authority to Mortgagor, including any awards or payments for any taking of the Mortgaged Property (as hereinafter defined) as a result of the exercise of the right of condemnation or eminent domain and any and all proceeds and payments heretofore or hereafter made by any insurance company as a result of any casualty or other event in connection with the Mortgaged Property.

(c) **Beneficiary:** S. Guy Fishman, Edwin A. McGuire, Josef J. Ceisel and James E. O'Halloran, Jr., collectively (also defined above).

(d) **Beneficiary's Address:** c/o O'Halloran, Kasoff et al, Edens Corporate Center, Fourth Floor, 650 Dundee Road, Northbrook, Illinois 60062, Attention: James E. O'Halloran, Jr.

(e) **Buildings:** The three (3) story steel and frame office building containing a rentable building area of 85,600 square feet, commonly known 1627-29 Lake Cook Road, Deerfield, Cook County, Illinois, and located on the Real Estate (as hereinafter defined) and any and all buildings, structures and improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Real Estate or any part thereof.

(f) **Contracts:** Any and all contracts, documents or agreements pertaining to the ownership, use, occupancy, development, design, construction, financing, operation, management, alteration, repair, marketing, sale, lease or enjoyment of the Mortgaged Property, and all rights, privileges, authority and benefits thereunder (but under no circumstances any liabilities, obligations or responsibilities thereunder).

(g) **Default Rate:** The interest rate representing the difference between the rate of interest otherwise applicable under the Note and Thirteen and 5/10ths Percent (13.05%).

(h) **Event of Default:** The occurrences defined in Article 7 of this Mortgage.

(i) **Fixtures:** All fixtures, as defined in and subject to the Uniform Commercial Code, located on the Real Estate including, without limitation, all systems, fittings, structures, equipment, apparatus, fixtures and other improvements and items now or hereafter temporarily or permanently attached to, installed in or used in connection with any of the Buildings or the Real Estate, including but not limited to any and all partitions, hardware, motors, engines, boilers, furnaces, pipes, plumbing, conduit, sprinkler systems, fire extinguishing equipment, elevator equipment, telephone and other communications equipment, security equipment, master antennas and cable television equipment, water tanks, heating, ventilating, air conditioning and refrigeration equipment, laundry facilities, and incinerating, gas and electric machinery and equipment.

(j) **Governmental Authority:** Any and all courts, boards, agencies, commissions, offices or other authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) or arbitration authority, whether now or hereafter in existence.

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(k) **Impositions:** All (i) general and special real estate and personal property taxes and other land taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties with respect thereto, and (ii) charges for any easement or agreement maintained for the benefit of the Mortgaged Property which at any time prior to or after the execution of the Loan Documents may be assessed, levied or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof, and (iii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor in connection with the Mortgaged Property, and (iv) all annual premiums for insurance policies required to be maintained under this Mortgage.

(l) **Leases:** Any and all leases, subleases, licenses, concessions or grants of other possessory interests (written or oral) now or hereafter in force, covering or affecting the Mortgaged Property, or any part thereof or interest therein, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder (but under no circumstances any liabilities, obligations or responsibilities thereunder).

(m) **Legal Requirements:** The terms, covenants, conditions and restrictions now or hereafter existing to which Mortgagor, Beneficiary or any other Affiliated Person may be bound or to which the Mortgaged Property is subject under (i) any and all present and future statutes, laws, rulings, opinions, rules, regulations, codes, permits, certificates, approvals, ordinances, judicial decisions or orders of any Governmental Authority in any way applicable to Mortgagor, Beneficiary or any other Affiliated Person or the Mortgaged Property, and the ownership, use, occupancy, possession, development, design, construction, financing, operation, maintenance, alteration, repair, marketing, sale, lease or enjoyment thereof, including without limitation any related to zoning, building, utility service, sewer service, fire safety, land and water use, subdivision control, condominium property, environmental protection, occupational health and safety or flood hazard; (ii) the Mortgagor's, Beneficiary's or any other Affiliated Person's presently or subsequently effective corporate resolutions, by-laws, articles of incorporation, partnership agreement, limited partnership agreement, joint venture agreement, or trust agreement, or other form of business association; (iii) any and all Leases; (iv) any and all Contracts; (v) any lease, sublease, option, articles of agreement for deed, installment contract or other contract or agreement pursuant to which Mortgagor is granted any possessory, legal, equitable, beneficial or other interest in the Mortgaged Property; and (vi) any and all other easements, covenants, conditions, restrictions, leases or other contracts and agreements (written or oral) of any nature to which Mortgagor, Beneficiary or any other Affiliated Person may be bound or to which the Mortgaged Property may be subject.

(n) **Loan Documents:** This Mortgage, the Note, the Assignment of Rents and the Assignment of Lessor's Interest in Lease all of even date herewith, and any and all other documents now or hereafter evidencing or securing the payment of the indebtedness or the observance or performance of the Obligations and any and all amendments, modifications, restatements, replacements, substitutions, renewals, extensions and increases thereto whether heretofore or hereafter entered into in connection with the indebtedness.

(o) **Mortgaged Property:** The Real Estate, Buildings, Fixtures, Leases, Contracts, Rents, Awards and Personality together with:

(i) any and all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Real Estate and/or the Buildings belonging or in any wise appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, strips or gores of land adjoining the Real Estate or any part thereof; and

(ii) any and all betterments, additions, appurtenances, substitutions, replacements and after acquired title or interests thereof and all reversions and remainders therein; and

(iii) any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the indebtedness or the performance and discharge of the Obligations.

(p) **Mortgagee:** State Farm Life Insurance Company, an Illinois corporation, and its successors and assigns and the holders, from time to time, of the Note.

(q) **Mortgagee's Address:** One State Farm Plaza, Bloomington, Illinois 61710  
Attention: Investments-Legal.

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(r) Mortgagor: Trustee and Beneficiary, collectively.

(s) Mortgagor's Address: c/o Beneficiary, at its address hereinabove set forth, and c/o Trustee, at its address hereinafter set forth.

(t) Obligations: Any and all of the covenants, conditions, warranties, representations and other obligations (other than the obligation to repay the indebtedness) of Mortgagor or others to Mortgagee under or as set forth in the Note, this Mortgage or the other Loan Documents and under the Legal Requirements.

(u) Permitted Exceptions: The encumbrances and title exceptions specifically described in Exhibit C attached hereto and made a part hereof.

(v) Personalty: All right, title and interest of Mortgagor in and to all furniture, furnishings, equipment, machinery, goods, inventory and all other tangible personal property and any intangibles of any kind or character as defined in and subject to the provisions of the Uniform Commercial Code now or hereafter located upon, within or about the Real Estate and Buildings, or used or useful in connection therewith, together with all existing or future accessories, replacements and substitutions thereto or therefor and the proceeds therefrom, including, but not limited to: (i) all furniture, furnishings and equipment furnished by Mortgagor to tenants of the Real Estate or the Buildings; (ii) all building materials and equipment intended to be incorporated in the improvements now or hereafter to be constructed on the Real Estate, whether or not yet incorporated in such improvements; (iii) all machinery, apparatus, systems, equipment or articles used in supplying heating, gas, electricity, ventilation, air-conditioning, water, light, power, refrigeration, fire protection, elevator service, telephone and other communication service, master antennas and cable television service, waste removal and all fire sprinklers, smoke detectors, alarm systems, security systems, electronic monitoring equipment and devices; (iv) all window or structural cleaning and maintenance equipment; (v) all indoor and outdoor furniture, including tables, chairs, planters, desks, sofas, shelves, lockers, cabinets, wall safes and other furnishings; (vi) all rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds and curtains; (vii) all lamps, chandeliers and other lighting fixtures; (viii) all recreational equipment and materials; (ix) all office furniture, equipment and supplies; (x) all kitchen equipment and appliances, including refrigerators, ovens, dishwashers, range hoods and exhaust systems and disposal units; (xi) all laundry equipment, including washers and dryers; (xii) all tractors, mowers, sweepers, snow removal equipment and other equipment used in maintenance of interior and exterior portions of the Real Estate; and (xiii) all other maintenance supplies and inventories; provided the enumeration of any specific articles of personalty set forth above shall in no way exclude or be held to exclude any items or property not specifically enumerated, and any of the foregoing items that do not constitute personal property but constitute fixtures under applicable law shall be included in the definition of the term "Fixtures" as used herein.

(w) Real Estate: The real estate legally described on Exhibit B attached hereto and made a part hereof. First Trust is the owner and holder of legal title to the real estate described as "First Trust Parcel" on said Exhibit B, Second Trust is the owner and holder of legal title to the real estate described as "Second Trust Parcel" on said Exhibit B.

(x) Rents: All of the rents, revenues, income, profits, deposits and other benefits payable under the Leases and/or otherwise arising from or out of the Mortgaged Property or out of the ownership, use, enjoyment or disposition of all or any portion of the Mortgaged Property or part thereof or interest therein.

(y) Trustee: First Trust and Second Trust, collectively (also defined above).

(z) Trustee's Address: 1200 Shermer Road, Northbrook, Illinois 60062, Attention: Land Trust Department.

## Article 3

### GRANT

3.1 Grant. To secure the full and timely payment of the indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor by these presents hereby Grants, Bargains, Sells, Assigns, Mortgages and Conveys unto Mortgagee the Mortgaged Property, subject to, but only to, the Permitted Exceptions, to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns forever and

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Beneficiary, by executing this Mortgage and by directing Trustee to execute and deliver this Mortgage, does hereby warrant that Mortgagor is well and lawfully seized of good, absolute and indefeasible fee simple absolute title to the Mortgaged Property, free and clear of all mortgages, liens, charges, security interests and encumbrances whatsoever, except only the Permitted Exceptions, and does hereby bind itself, its successors and assigns to warrant and forever defend fee simple absolute title to the Mortgaged Property unto the Mortgagee, and the quiet and peaceful enjoyment and possession thereof, against every person whomsoever claiming the same or any part thereof or interest therein.

**3.2 Condition of Grant.** The condition of these presents is such that if Mortgagor shall pay or cause to be paid the indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations in accordance with this Mortgage and the other Loan Documents, then this Mortgage and the other Loan Documents and the estates and rights granted by them shall be released and terminated by Mortgagee.

## Article 4

### ASSIGNMENT OF RENTS AND ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

**4.1 Assignment of Rents:** To further secure the full and timely payment of indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor hereby sells, assigns and transfers unto Mortgagee its successors and assigns, all of the Rents now due and which may hereafter become due under or by virtue of any of the Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or the agents of Mortgagor or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute and present transfer and assignment of all such Rents and all avails thereunder, to Mortgagee; provided, however, the acceptance by Mortgagee of the foregoing assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking possession of the Mortgaged Property by Mortgagee, be deemed or construed to constitute Mortgagee a "mortgagee in possession," nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding related to the Leases or to the Mortgaged Property, to take any actions thereunder, to expend any money, incur any expenses, or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Mortgagor by any lessee thereunder. Reference is hereby made to that certain Assignment of Rents of even date herewith executed by Mortgagor to Mortgagee, which sets forth in more detail the terms and conditions of said assignment, including, without limitation, the rights, remedies, powers and authority vested in Mortgagee by virtue of said assignment, which terms, conditions, rights, remedies, powers and authority are herein incorporated by this reference.

**4.2 Assignment of Lessor's Interest in Leases.** To further secure the full and timely payment of the indebtedness; and the full and timely performance and discharge of the obligations, Mortgagor hereby sells, transfers and assigns to the mortgagee, its successors and assigns, all of its interest in a certain Lease or Leases demising all or a portion of the Mortgaged Property secured by this Mortgage, together with the rents secured thereby, said Lease or Leases being identified as follows:

<u>Date of Lease</u>	<u>Lessor</u>	<u>Lessee</u>
March 1, 1984	First Trust and Second Trust, collectively	Baxter Health Care Corporation (successor to Travenol Laboratories, Inc.)

Together with all rents, income and profits arising from said Leases and renewals thereof and together with all rents, income and profits for the use and occupation of the premises described in said leases and, at the option of Mortgagee, from all leases upon the Mortgaged property which may be executed in the future during the term of this assignment; provided, however, the acceptance by Mortgagee of the foregoing assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking possession of the Mortgaged Property by Mortgagee, be deemed or construed to constitute Mortgagee a "mortgagee in possession," nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding related to the Leases or to the Mortgaged Property, to take any actions thereunder, to expend any money, incur any expenses, or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security

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deposits or other deposits delivered to Mortgagor by any lessee thereunder. Reference is hereby made to that certain Assignment of Lessor's Interest in Lease or even date herewith executed by Mortgagor to Mortgagee, which sets forth in more detail the terms and conditions of said assignment, including, without limitation, the rights, remedies, powers and authority vested in Mortgagee by virtue of said assignment, which terms, conditions, rights, remedies, powers and authority are herein incorporated by this reference.

## Article 5

### REPRESENTATIONS AND WARRANTIES

Trustee hereby represents and Beneficiary, by executing this Mortgage and by directing Trustee to execute and deliver this Mortgage, hereby represents and warrants to Mortgagee as of the date hereof and as of all dates hereafter that:

5.1 Organization, Authority, etc. Mortgagor, Beneficiary and any other Affiliated Person: (a) are duly organized, validly existing and in good standing under the laws of the state of their respective organization and are qualified to do business and are in good standing in every jurisdiction in which the nature of their businesses or properties makes such qualification necessary, including, but not limited to, under the laws of the State of Illinois; (b) have the right and authority to own their properties and to carry on their businesses as now being conducted; and (c) are in compliance with all laws, regulations, ordinances and orders of public authorities applicable to them.

5.2 Validity of Loan Documents. (a) The execution, delivery and performance by Mortgagor, Beneficiary and any other Affiliated Person, as the case may be, of the Loan Documents, and the borrowing evidenced by the Note: (i) are within the powers of Mortgagor, Beneficiary and any other Affiliated Person; (ii) have been duly authorized by all requisite partnership, corporate or trust action; (iii) have received all necessary governmental approval; (iv) will not violate any of the Legal Requirements; and (b) the Note and the Loan Documents, when executed and delivered by Mortgagor, Beneficiary, and any other Affiliated Person, as the case may be, will constitute the legal, valid and binding obligations of Mortgagor, Beneficiary and any other Affiliated Person named therein in accordance with their respective terms.

5.3 Permits and Approvals. All permits, certificates, approvals and licenses required for or in connection with the ownership, use, occupancy or enjoyment of the Mortgaged Property or in connection with the organization, existence and conduct of the businesses of Mortgagor, Beneficiary or any other Affiliated Person, have been duly and validly issued and are and shall at all times hereafter be in full force and effect.

5.4 Zoning. The Mortgaged Property is duly and validly zoned as to permit the current use, occupancy and operation of the Mortgaged Property and such zoning is final and unconditional and in full force and effect, and no attacks are pending or threatened with respect thereto. The Mortgaged Property complies and will comply with the requirements, standards and limitations set forth in the applicable zoning ordinance and other applicable ordinances in all particulars, including, but not limited to, bulk, density, height, character, dimension, location and parking restrictions or provisions.

5.5 Utilities. All utility services necessary and sufficient for the full use, occupancy and operation of the Mortgaged Property are available to and currently servicing the Mortgaged Property without the necessity of any off-site improvements or further connection costs.

5.6 Access. All streets, highways and waterways necessary for access to and full use, occupancy and operation of the Mortgaged Property have been completed and are open and available to the Mortgaged Property without further condition or cost to Mortgagor.

5.7 Condition of Mortgaged Property. The Buildings are in high quality physical order, repair and condition, are structurally sound and wind and water tight, and all plumbing, electrical, heating, ventilation, air conditioning, elevator and other mechanical systems and equipment are in good operating order, repair and condition.

5.8 Financial and Other Information. Neither this Mortgage nor any other document or statement furnished to Mortgagee by Mortgagor, Beneficiary or any other Affiliated Person or any other person, contains or will contain any untrue statement of fact or omits or will omit to state a fact material to the submitted document or to the Mortgaged Property.

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**5.9 Other Information.** All other information, reports, papers and data given to Mortgagee with respect to Mortgagor, Beneficiary or any other Affiliated Person or others obligated under the terms of the Loan Documents are accurate, correct and complete in all material respects.

**5.10 Brokerage Commissions and Other Fees.** No brokerage fees or commissions or other fees are payable in connection with the loan to be disbursed by Mortgagee hereunder, except for the service fee payable to Mortgagee described in the Commitment for the loan secured hereby, which fee shall be paid in full prior to or simultaneous with the closing of the loan secured hereby.

**5.11 Other Agreements.** (a) Mortgagor has heretofore given or caused to be given or shall hereafter give or cause to be given to Mortgagee true and correct copies (accompanied in each case by all related agreements and documents) of the partnership, corporate or trust agreements or articles or by-laws pursuant to which Mortgagor, Beneficiary and any other Affiliated Person was formed and any amendments thereto; (b) such instruments (i) have been duly executed and delivered by the respective parties thereto, (ii) have not been amended, modified, or assigned (except as specified therein), (iii) are in full force and effect and (iv) are legal, valid and binding obligations of the respective parties thereto in accordance with their respective terms; (c) Neither Mortgagor, Beneficiary nor any other Affiliated Person is a party to any agreement or instrument adversely affecting its respective present or proposed business, properties or assets, operation or condition, financial or otherwise; (d) Neither Mortgagor, Beneficiary nor any other Affiliated Person is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions set forth in any agreement or instrument to which it respectively is a party or to which the Mortgaged Property is subject; and (e) Neither Beneficiary nor any other Affiliated Person is, or without the prior written consent of Mortgagee shall be, a party to any contract or agreement, whether written or oral, with Mortgagor or any other Affiliated Person, involving or pertaining to the management, operation, maintenance of, or in any way related to, the Mortgaged Property.

**5.12 Taxes.** Mortgagor has filed all federal, state, county and municipal income tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by it, and Mortgagor does not know of any basis for additional assessment in respect of such taxes.

**5.13 Litigation.** There is not now pending against or affecting Mortgagor, Beneficiary or any other Affiliated Person or the Mortgaged Property nor, to the knowledge of Mortgagor, is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would impair or affect the financial condition or operation of Mortgagor or any Affiliated Person or the Mortgaged Property.

**5.14 Survival of Representations and Warranties.** Each and all of the representations and warranties contained herein shall survive the execution and delivery of the Loan Documents and the consummation of the loan called for therein, and shall continue in full force and effect until the Obligations and the Indebtedness shall have been satisfied and paid in full.

## Article 6

### COVENANTS

Until the entire Indebtedness shall have been paid in full, Mortgagor hereby unconditionally covenants and agrees as follows:

**6.1 Payment and Performance.** Mortgagor shall pay or cause to be paid the Indebtedness, as and when all or any payment thereunder is due under the Note, this Mortgage or the Loan Documents, and shall perform or cause to be performed all of the Obligations in full on or before the dates the Obligations or any part thereof are required to be performed and shall commit or suffer no act or event which (upon notice or the passage of time, or both) would constitute a default or Event of Default under the Loan Documents or the Legal Requirements.

**6.2 Compliance with Laws.** Mortgagor will promptly and faithfully comply with all present and future laws, ordinances, rules, regulations and requirements of every Governmental Authority and of every Board of Fire Underwriters having jurisdiction, or

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similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use, occupancy, possession, operation, maintenance, alteration, repair, reconstruction or disposition of the Mortgaged Property, or any part thereof or interest therein.

**6.3 Payment of Impositions.** Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions, such Impositions or installments thereof to be paid not later than the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof.

**6.4 Repair.** Mortgagor will keep the Mortgaged Property in high quality and condition and make all repairs and replacements thereof and additions and improvements thereto as are necessary or appropriate under sound management practices or as Mortgagee shall require, and will prevent any act or thing which might impair or diminish the value or usefulness of the Mortgaged Property. Mortgagor covenants and agrees to establish and maintain such cash reserves and segregated accounts for deferred maintenance or improvements as are necessary or appropriate under sound management practices or in Mortgagee's judgment. Notwithstanding anything herein contained to the contrary, Mortgagor will obtain the written consent of Mortgagee prior to making any material additions or alterations to the Mortgaged Property.

**6.5 Management, Leasing and Operation.** Mortgagor shall provide competent and responsible management for the Mortgaged Property, with individuals devoting such time and attention as is necessary and appropriate to develop and maintain the Mortgaged Property as a high quality building. Mortgagor shall employ management and leasing agents approved by Mortgagee and the terms and conditions of any management, leasing or other commission agreement or any change or replacement of any such agent or agreement shall, at Mortgagee's option, be subject to approval by Mortgagee. Mortgagor covenants and agrees to hold all security deposits collected under any and all of the Leases in a segregated account and further covenants and agrees at Mortgagee's direction to establish and maintain such other cash reserves or segregated accounts as Mortgagee may deem necessary. Mortgagor further covenants and agrees that it shall collect no Rents for more than one installment in advance and that all Rents generated by or derived from the Mortgaged Property shall be utilized solely for expenses directly attributable to the Mortgaged Property, including Mortgagor's liabilities and obligations with respect to the Indebtedness and the Impositions so that all of the foregoing are paid in full on or before the dates when due and so that no accounts payable with respect to the Mortgaged Property shall be allowed to remain unpaid for more than thirty (30) days, and none of the Rents generated by or derived from the Mortgaged Property shall be diverted by Mortgagor and utilized for any other purposes unless the foregoing covenants and conditions have been fully satisfied. Upon full satisfaction of the foregoing covenants and conditions, Mortgagor may utilize any surplus Rents.

**6.6 Insurance.** Mortgagor shall procure for, deliver to and maintain for the benefit of Mortgagee during the term of this Mortgage, all insurance required by Mortgagee including, without limitation, a policy or policies insuring the Mortgaged Property against loss or damage by fire, explosion, windstorm, hail, tornado, all other perils insured against under "all risk" policies and such other hazards and such other or additional coverage as from time to time may be required by Mortgagee for One Hundred Percent (100%) of the full insurable value of the Mortgaged Property, including a replacement cost coverage endorsement; comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Mortgaged Property and affording protection in such amounts, with such risks insured and with such waiver of subrogation clauses and such other terms as may be required by Mortgagee; and Rent Insurance or Business Interruption Insurance in an amount sufficient to cover loss of rents from the Mortgaged Property for a period of at least six (6) months. If any portion of the fire or other risks insured as provided above are reinsured, such policies shall contain an endorsement. Mortgagor shall deliver to the Mortgagee the policies evidencing such insurance and any additional insurance which shall be taken out upon the Mortgaged Property and receipts evidencing the payment of all premiums, and that renewals of all such policies of insurance shall be delivered to Mortgagee at least thirty (30) days before any such insurance shall expire together with receipts evidencing the payment for such renewals. Notwithstanding anything herein to the contrary, all policies required of Mortgagor by Mortgagee shall be written in amounts and with companies and in form and content satisfactory to Mortgagee; shall be payable to the Mortgagee as its interest may appear pursuant to a standard non-contributory mortgagee clause attached thereto which shall be in all respects satisfactory to Mortgagee; shall provide for at least thirty (30) days' written notice to the Mortgagee prior to cancellation of such policies or any material change in the risk or coverages insured; shall provide that loss payments will be payable directly to Mortgagee alone; shall be maintained

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throughout the term of this Mortgage without cost to Mortgagee; shall be deposited with Mortgagee; and shall contain such provisions as Mortgagee deems necessary or desirable to protect its interest. Mortgagee shall have the right and option, but shall not be obligated, to make premium payments to prevent any cancellation, endorsement, alteration or reissuance and such payments shall be accepted by insurer to prevent the same. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of Mortgagor in and to such policies then in force concerning the Mortgaged Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or the Mortgagee in the event of such transfer. If a blank policy is issued, a certified copy of said policy shall be furnished, together with a certificate indicating that Mortgagee is the insured under said policy in the proper designated amount.

**6.7 Adjustment of Losses with Insurer and Application of Proceeds of Insurance.** Mortgagor hereby assigns to Mortgagee all proceeds from any insurance policies pertaining to the Mortgaged Property, and Mortgagee is hereby authorized and empowered, at its option, to make or file proofs of loss or damage and to adjust or compromise any loss, and to collect and receive the proceeds from any such policies. However, Mortgagee shall not be held responsible for any failure to collect any insurance proceeds regardless of the cause of failure. In the event the Mortgaged Property or any part thereof covered by such insurance is destroyed or damaged by fire, explosion, windstorm, hail or by any other casualty against which insurance shall have been required hereunder, then the Mortgagee shall have the right, at its option, after deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, to apply the net insurance proceeds in payment (without premium or penalty) of the Indebtedness (whether then matured or to mature in the future), either in whole or in part (in such order as Mortgagee shall deem proper), or to require the Mortgaged Property so destroyed or damaged to be repaired or replaced by the use of such proceeds. If Mortgagee does elect to apply such insurance proceeds in payment or reduction of the Indebtedness secured hereby, whether due or not, and if the same are of an amount equal to or greater than five percent (5%) of the insurable value of the Mortgaged property and are insufficient to pay such amount in full, then Mortgagor shall have the right to prepay the entire balance of the Indebtedness remaining unpaid without liability for any prepayment fee or premium.

**6.8 Application of Insurance Proceeds to Repair.** Provided no Event of Default hereunder or under any of the other Loan Documents is then existing, or no event has occurred which, with the giving of notice or the passage of time, or both, may ripen into an Event of Default hereunder or under the other Loan Documents, and further provided that Mortgagee has elected to collect such proceeds and has not applied same to the Indebtedness, any such proceeds shall be held by the Mortgagee for repairs or replacements or, if Mortgagee elects, in its sole discretion, with a title insurance company or escrow agent designated by Mortgagee, upon such terms and conditions as Mortgagee may specify, without payment or allowance of interest thereon, and shall be paid out from time to time to Mortgagor (or, at the option of Mortgagee, jointly to Mortgagor and the persons furnishing labor and/or material incident to such restoration, repair or replacement or directly to such persons as the work progresses), upon such terms and conditions as Mortgagee may specify. As a condition precedent to the initial disbursement Mortgagor shall be required to simultaneously deposit with Mortgagee the amount, if any, which, when added to the net available insurance proceeds, is necessary and sufficient in Mortgagee's judgment to complete such repairs, rebuilding or other purposes as required by Mortgagee. If, upon completion of the work, any portion of the insurance proceeds has not been disbursed to Mortgagor (or one or more of the other aforesaid persons) incident thereto, Mortgagee may, at Mortgagee's option, disburse such balance to Mortgagor or apply such balance toward the payment of the Indebtedness without prepayment fee or penalty. In the event of an Event of Default hereunder, Mortgagee shall have the right, at its option, to apply the whole or any part of such insurance proceeds toward any of the Indebtedness, in such order and manner as Mortgagee may elect.

**6.9 Condemnation Proceeds.** At Mortgagee's option, all Awards shall be paid to the Mortgagee and, after deducting from said Awards all of its expenses in the collection and administration of said sums, Mortgagee shall have the right, at its option, to apply the net proceeds in payment (without premium or penalty) of the Indebtedness (whether then matured or to mature in the future), either in whole or in part (in such order as Mortgagee shall deem proper), or to require the Mortgaged Properties so affected by such condemnation to be repaired or restored by the use of such proceeds in the same manner as provided in paragraphs 6.7 and 6.8. If such proceeds equal or exceed five percent (5%) of the insurable value of the Mortgaged Property, and if Mortgagee does elect to apply such proceeds in payment or reduction of the Indebtedness secured hereby, whether due or not, and if the same are insufficient to pay such amount in full, Mortga-

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gor shall have the right to prepay the entire balance of the indebtedness remaining unpaid without liability for any prepayment fee or premium. Mortgagee shall be entitled to all Awards, and is hereby authorized, at its option, to commence, appear in and prosecute, in its own name or in Mortgagor's name any such proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. Mortgagor hereby assigns and transfers to Mortgagee all Awards and the claims, rights and proceedings in connection therewith. Mortgagor agrees to execute such further assignments of all Awards and claims, rights and proceedings in connection therewith as Mortgagee may request. Mortgagee shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of failure.

**6.10 Performance of Agreements.** Mortgagor, Beneficiary and any other Affiliated Person will duly and punctually perform all covenants and agreements under any agreements to which it is respectively a party with respect to the Mortgaged Property or any part thereof.

**6.11 Inspection.** Mortgagor will permit Mortgagee or its representatives, at all reasonable times, to inspect the Mortgaged Property.

**6.12 Hold Harmless.** Mortgagor hereby agrees to protect, defend, indemnify and hold Mortgagee harmless of and from any liability, loss, cost, demand, action, proceeding or claim affecting the Mortgaged Property, or the value of the Note or the Loan Documents, and Mortgagor shall pay any and all costs and expenses incurred by Mortgagee as a result thereof, including any attorney's fees, upon demand.

**6.13 Books and Records.** Beneficiary will maintain full and complete books and records reflecting the results of its operations in conjunction with its other operations as well as its operations of the Mortgaged Property) in accordance with generally accepted accounting principles, and all such books and records shall, upon five (5) days' prior written notice, be subject to inspection by the Mortgagee and its representatives.

**6.14 Annual Statements.** Beneficiary will cause to be delivered to the Mortgagee, within one hundred twenty (120) days after the close of each fiscal year of Beneficiary: (a) an annual operating statement, in form and substance satisfactory to Mortgagee and certified by Beneficiary, showing all income and expenses of Beneficiary with respect to the Mortgaged Property and (b) complete executed copies of reports of examinations of Beneficiary's and Affiliated Person's financial affairs, in form and substance satisfactory to Mortgagee. With respect to the operating statements, each statement shall include an annual rent schedule and such other data and information as Mortgagee may request. In addition to the foregoing, at any time and from time to time Mortgagor shall deliver or cause to be delivered to Mortgagee such other financial or business data or information as Mortgagee shall request with respect to the Mortgaged Property, Beneficiary or any other Affiliated Persons. Mortgagee shall have the right to inspect and make copies of Beneficiary's or any Affiliated Person's books, records and income tax returns for the purpose of verifying any reports or other information delivered in accordance with this paragraph 6.14.

**6.15 Deposits For Impositions.** Mortgagor shall pay to Mortgagee, on and subsequent to the date hereof and on each of the due dates of installments of principal and/or interest as set forth in the Note, an amount equal to one-twelfth (1/12) of Mortgagee's estimate of the next annual Impositions. Mortgagor shall also pay to Mortgagee such additional amounts, to be determined by Mortgagee from time to time, as will provide a sufficient fund at least thirty (30) days prior to the due dates of the next installment of such Impositions for payment of such Impositions. Amounts held hereunder by Mortgagee shall not bear interest, may be commingled with Mortgagee's other funds and shall impose no obligation on Mortgagee to pay such Impositions except as otherwise provided herein. Provided no event has occurred which with the passage of time or the giving of notice or both would constitute an Event of Default hereunder, amounts held by Mortgagee pursuant to this Paragraph shall be released to Mortgagor upon submission of proof of payment thereof to Mortgagor or Mortgagor's servicing agent. Upon an Event of Default under this Mortgage, or an event which with the passage of time or the giving of notice would constitute an Event of Default hereunder, Mortgagee may, at its option, without being required so to do, apply any deposits on hand to any of the indebtedness, in such order and manner as Mortgagee may elect. All deposits are hereby pledged as additional security for the indebtedness, and shall be held by Mortgagee irrevocably to be applied for the purposes for which made as herein provided and shall not be subject to the direction or control of Mortgagor. If Mortgagee elects, Mortgagor shall provide, at its expense, a Tax Service Contract for the term of this Mortgage, issued by a tax reporting agency approved by Mortgagee. If Mortgagee does not so elect, Mortgagor shall reimburse Mortgagee for the cost of making annual tax searches throughout the term of this Mortgage.

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**6.16 Lien Status.** Mortgagor shall protect the lien and security interest of this Mortgage and the Loan Documents and shall not place, or permit to be placed, or otherwise mortgage, pledge, hypothecate or encumber the Mortgaged Property with, any other lien, attachment, levy, or security interest of any nature whatsoever (whether mechanics, judgment, tax, statutory, contractual or other) regardless of whether same is allegedly or expressly subordinate and inferior to the liens and security interest created by this Mortgage and the Loan Documents, except for the Permitted Exceptions and if any such lien or security interest is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its own cost and expense, pay the underlying claim in full, or appear in and defend any action or claim, or take such other action so as to cause same to be released within thirty (30) days of when asserted, made or filed.

**6.17 Restrictions on Transfer and Financing.** For the purpose of protecting Mortgagee's security, keeping the Mortgaged Property free from subordinate financing liens, and/or allowing Mortgagee to raise the interest rate and to collect assumption fees, Mortgagor agrees that any sale, conveyance, further encumbrance or other transfer of title to the Mortgaged Property, or any interest therein (whether voluntarily or by operation of law), without the Mortgagee's prior written consent, shall be an Event of Default hereunder.

For the purpose of this paragraph 6.17 and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, without Mortgagee's prior written consent, shall be deemed to be an unpermitted transfer of title to the Mortgaged Property and therefore an Event of Default hereunder:

- (i) any sale, conveyance, assignment, or other transfer of, or the mortgage, pledge or grant of a security interest in, all or any part of the legal and/or equitable title to the Mortgaged Property, including, without limitation, all or any part of the beneficial interest of a trustee Mortgagor, except as provided in Paragraph 6.17(A) below; or
- (ii) any sale, conveyance, assignment, or other transfer of, or the mortgage, pledge or the grant of a security interest in, any shares of stock of a corporate Mortgagor, a corporation which is the beneficiary of a trustee Mortgagor, a corporation which is the general partner of a partnership Mortgagor, a corporation which is a general partner of a partnership beneficiary of a trustee Mortgagor, a corporation which is the owner of substantially all of the stock of any corporation described in this subparagraph, or any other corporation having an interest, whether direct or indirect, in Mortgagor; or
- (iii) any sale, conveyance, assignment or other transfer of, or the mortgage, pledge or grant of a security interest in, any general partnership interest of a partnership Mortgagor or a partnership beneficiary of a trustee Mortgagor, a partnership which is a general partner in a partnership Mortgagor, a partnership which is a general partner in a partnership beneficiary of a trustee Mortgagor, a partnership which is the owner of substantially all of the capital stock of any corporation described in paragraph 6.17(ii) above, or any other partnership having an interest, whether direct or indirect, in Mortgagor; or
- (iv) if Mortgagor, Beneficiary or any other Affiliated Person shall modify, amend, terminate, dissolve or in any way alter its trust, corporate or partnership existence or fall from good standing or convey, transfer, distribute, lease or otherwise dispose of all or substantially all of its property, assets or business.

Any such sale, transfer, assignment, conveyance, lease, lien, pledge, mortgage, hypothecation or any other encumbrance or alienation or contract or agreement to do any of the foregoing shall be null and void and of no force or effect, but the attempted making thereof shall, at the option of Mortgagee, constitute an Event of Default hereunder. Any consent by the Mortgagee, or any waiver of an Event of Default, under this paragraph 6.17 shall not constitute a consent to, or waiver of any right, remedy, or power of the Mortgagee with respect to any subsequent transaction prohibited under this paragraph 6.17.

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It is expressly understood by Mortgagee that, except as provided in Paragraph 6.17(A) below, any consent by Mortgagor to a sale by Mortgagor of the Mortgaged Property, or an assignment by Beneficiary of the beneficial interest under Trustee, subject to the liens and security interests in favor of Mortgagee shall be in the sole and absolute discretion of Mortgagor. It is further understood by Mortgagor that, in the event Mortgagee considers granting consent to such a conveyance or assignment, such consent shall be subject to any or all of the following conditions:

(i) all of Mortgaged Property or said beneficial interest, as the case may be, shall be the subject of such conveyance or assignment; and

(ii) there shall have not occurred and then be continuing any default or Event of Default under the Loan Documents; and,

(iii) Mortgagor shall have given to Mortgagee at least sixty (60) days' prior written notice of its desire to convey the Mortgaged Property or assign the beneficial interest under Trustee, together with financial information, including, without limitation, audited financial statements, sufficient to satisfy Mortgagee, in its sole and exclusive judgment, of the creditworthiness and management ability of the proposed grantee or assignee; and

(iv) the grantee or assignee has, prior to the conveyance or assignment, executed a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, an increase in interest payable under the Note and any assumption fee required by Lender has been paid.

However, in the event Mortgagee has consented to the proposed conveyance or assignment, and, in addition, Mortgagee has required the assumption agreement referred to above to include an increase in the interest rate payable under the Note, then, in that event, Mortgagor shall have the right, for a period of ninety (90) days following the date of Mortgagee's notice of such interest rate increase, to prepay the entire Indebtedness without payment of any prepayment premium.

Notwithstanding the foregoing, Mortgagee's agreement to consent to Mortgagor's conveyance of the Mortgaged Property or Beneficiary's assignment of the beneficial interest under a Trustee in accordance with this paragraph 6.17 shall not be construed or deemed in any way to permit a conveyance or assignment for collateral purposes, except for the purpose of granting Mortgagee a security interest therein, as contemplated hereunder. Furthermore, Mortgagee's consent to a conveyance or assignment in accordance with this paragraph 6.18 shall not be construed as a waiver of any of Mortgagee's rights and remedies under the Note, this Mortgage or any other Loan Document.

**6.17(A) Sale to Baxter International Inc.** Notwithstanding the restrictions on transfer set forth in Paragraph 6.17 above, Mortgagee agrees that in the event the Mortgaged Property is sold to Baxter International Inc. or any of its subsidiaries or affiliates (collectively, "Baxter"), either through the exercise of the purchase option contained in the Leases or otherwise, and Baxter, as a part of such purchase, agrees to assume Mortgagor's obligations under the Note, this Mortgage and the other Loan Documents, then Mortgagor shall consent to such sale and such sale shall not be an Event of Default hereunder, provided the following conditions are satisfied:

(i) there shall not have occurred and then be continuing any default or Event of Default hereunder;

(ii) Baxter International, Inc. or a subsidiary or affiliate having financial condition acceptable to Mortgagee, shall have executed a written assumption agreement containing such terms as Mortgagee shall require; provided, however, that Mortgagee will not require any increase in the interest rate or assumption fee to be paid in connection with such assumption; and

(iii) Mortgagee shall be provided with any and all further documents and instruments it deems necessary to accomplish the assumption, including dated and endorsed endorsements to its title insurance policy, corporate documentation such as articles of incorporation, resolutions and attorney's opinions; and all costs and expenses incurred by Mortgagee in connection with the sale and assumption, including, without limitation, attorney's fees, title insurance charges and recording fees, shall be paid by Baxter or Mortgagor.



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**6.18 Existence.** Mortgagor, Beneficiary and any other Affiliated Person will preserve and keep in full force and effect its partnership, corporate or trust existence, rights, franchises and trade names.

**6.19 Use Restrictions.** Mortgagor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which would: (a) be dangerous unless safeguarded as required by law; (b) constitute a public or private nuisance; (c) make void, voidable or cancellable, or increase the premium of, any insurance then in force with respect thereto; or (d) alter the current use and occupancy of the Mortgaged Property. Mortgagor will not operate the Mortgaged Property, or permit the same to be operated, as a cooperative or condominium building or buildings in which the tenants or occupants participate in the ownership, control or management of the Mortgaged Property, or any part thereof, as tenant stockholders or otherwise.

**6.20 Alterations.** Mortgagor shall not, without the prior written consent of Mortgagee, make or permit to be made any additions or material alterations to the Mortgaged Property, nor suffer or permit any tenants under the Leases to make any additions or material alterations thereto. Notwithstanding the foregoing, in instances where repairs, replacements, renewals, additions, betterments, improvements or alterations are required in and to the Mortgaged Property on an emergency basis to prevent loss, damage, waste or destruction thereof, Mortgagor shall proceed to construct same, or cause same to be constructed; provided, however, that in instances where such emergency measures are to be taken, Mortgagor shall promptly notify Mortgagee of the commencement of same and the measures to be taken which shall be subject to Mortgagee's approval.

**6.21 Replacement of Fixtures and Personality.** Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personality to be removed at any time from the Real Estate or Buildings, except to the extent that such Fixtures or Personality are replaced by items of like or superior quality.

**6.22 Restoration Following Any Casualty.** If any act or occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtained or obtainable or condemnation for which the award was obtained or not obtained), shall result in damage to, or loss or destruction of the Mortgaged Property, Mortgagor shall give notice thereof to Mortgagee and shall promptly, at Mortgagor's sole cost and expense and regardless of whether any insurance proceeds or condemnation award, or any portion thereof, shall be sufficient or shall be made available by Mortgagee for such purpose, commence and continue diligently to complete the restoration, repair, replacement and rebuilding of the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction.

**6.23 Tax on the Indebtedness.** In the event of the enactment, after the date of this Mortgage, of any law of the State of Illinois deducting from the value of the Mortgaged Property for the purpose of taxation the amount of any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Mortgaged Property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or Mortgagee, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if, in the opinion of counsel for Mortgagee, (a) it may be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare the existence of an Event of Default hereunder, and all of the Indebtedness secured hereby shall become due and payable within one hundred twenty (120) days from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that Mortgagor is not obligated to pay any portion of Mortgagee's federal or state income tax.

**6.24 Covenants Regarding Leases.** Mortgagor, as lessor under the Leases, shall perform and fulfill all terms, covenants, conditions or provisions in said Leases or any of them on its or his part to be performed or fulfilled at the times and in the manner in said Leases provided, shall not suffer or permit to occur any breach or default under the provisions of any Assignment of any Lease or Leases of the premises given as additional security for the payment of the Indebtedness secured hereby, and shall fully protect, insure, preserve and cause continued performance or fulfillment of the terms, covenants

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or provisions in said Leases required to be performed or fulfilled by the lessee or any of the lessees therein and shall not without Mortgagee's prior agreement permit or approve an assignment by the lessee of the said Leases or a subletting of all or any part of the premises demised in the said Leases.

In the event the Mortgagor, as the lessor under said Leases shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in said Lease or Leases, the Mortgagee may perform and comply with any such Lease covenants, agreements and provisions, in which event all costs and expenses incurred by the Mortgagee in complying with such covenants, agreements and provisions, shall become a part of the principal indebtedness secured by this Mortgage and recoverable as such in all respects.

**6.25 Environmental Compliance.** The Mortgagor shall comply with any and all Federal, State, or Local legislation, rules and regulations relating to environmental protection including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), and any such other legislation, rules and regulations as are in, or may come into, effect and apply to the Mortgagor, the Mortgagee, the transactions contemplated hereby or the Mortgaged Property or any occupancy users thereof, whether as lessees, tenants, licensees, or otherwise. The Mortgagor shall indemnify and hold Mortgagee harmless against any and all claims, costs or expenses relating to such environmental protection provisions notwithstanding any exculpatory or nonrecourse provisions in the loan documents.

## Article 7

### EVENTS OF DEFAULT

The term "Event of Default" shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following, without notice to Mortgagor and without any grace period unless otherwise expressly set forth herein.

**7.1 Payment of Indebtedness.** If Mortgagor, Beneficiary or any other Affiliated Person shall default in the due and punctual payment of all or any portion of any installment of the Indebtedness within ten (10) days after the same shall become due and payable.

**7.2 Performance of Obligation.** If Mortgagor, Beneficiary or any other Affiliated Person shall default in the due observance or performance of any of the Obligations as and when required and said default is incurable or, if curable, shall remain uncured for a period of fifteen (15) days after written notice from Mortgagee.

**7.3 Bankruptcy, Receivership, Insolvency, etc.** If voluntary or involuntary proceedings under the Federal Bankruptcy Code shall be commenced by or against Mortgagor, Beneficiary or any other Affiliated Person, or bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against Mortgagor, Beneficiary or any other Affiliated Person with respect to all or any part of any or all of Mortgagor's, Beneficiary's or any other Affiliated Person's property under the Federal Bankruptcy Code or other law of the United States or of any state or other competent jurisdiction.

**7.4 Laws Affecting Obligations and Indebtedness.** If subsequent to the date of this Mortgage, any law is passed (a) which renders payment of the Indebtedness and/or performance of the Obligations by Mortgagor, Beneficiary or any other Affiliated Person unlawful or (b) which prohibits Mortgagee from exercising any of its rights and remedies under the Loan Documents.

**7.5 Foreclosure of Other Liens.** If the holder of a junior or senior mortgage or other lien on the Mortgaged Property (without hereby implying Mortgagee's consent to any such junior or senior mortgage or other lien) declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

**7.6 Damage or Destruction.** If the Mortgaged Property or any material part thereof is demolished, destroyed or damaged by any cause whatsoever and the loss is not adequately covered by insurance actually collected and Mortgagor fails to deposit with Mortgagee the deficiency upon written request.

**7.7 Tax on Indebtedness or Mortgage.** If any law is enacted which results in the declaration of an Event of Default pursuant to paragraph 6.23 of this Mortgage.

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**7.8 Material Adverse Change.** If there occurs, in the judgment of Mortgagee, a material adverse change in the net assets or financial condition of Mortgagor, Beneficiary or any other Affiliated Person as reflected on any updated financial statement or as disclosed by an audit required by Mortgagee, compared to such party's net assets or financial condition as reflected on the financial statements submitted to Mortgagee as of the date hereof.

**7.9 False Representation.** If any representation or warranty made by Mortgagor, Beneficiary or any other Affiliated Person or others in, under or pursuant to the Loan Documents shall be false or misleading in any respect on or at any time after the date when made or if any inaccuracy shall exist in any of the financial statements, operating information or other information furnished to Mortgagee in connection with the Loan Documents.

**7.10 Failure to Notify Mortgagee of Default or False Representation.** If Mortgagor, Beneficiary or any other Affiliated Person shall fail to notify Mortgagee in writing as soon as it shall be practicable to do so upon learning that any representation or warranty made by Mortgagor, Beneficiary or by any other Affiliated Person to Mortgagee is false or misleading in any material respect or upon learning of the occurrence of any event which with the passage of time or the giving of notice or both would constitute an Event of Default under the Loan Documents.

**7.11 Failure to Obtain Mortgagee's Consent to Transfer or Financing.** If Mortgagor shall make any unpermitted transfer or financing in violation of Paragraph 6.17 hereof.

**7.12 Judgment, Levy or Attachment.** If any final judgment for the payment of money in excess of Five Thousand Dollars (\$5,000.00) shall be rendered against Mortgagor, Beneficiary or any Affiliated Person, or if any writ, attachment, levy, citation, lien or distress warrant shall be issued against the Mortgaged Property or any part thereof or interest therein, and the same shall not be released or satisfied within thirty (30) days after rendered or issued.

**7.13 Inability to Pay Impositions and Other Debts.** If Mortgagor shall fail to pay any of the Impositions when due, or if Mortgagor shall suffer or permit any other accounts payable in connection with the Mortgaged Property to become past due, or if Mortgagor, Beneficiary or any other Affiliated Person shall generally fail or be unable to pay its debts as they come due, or shall admit in writing its inability to pay its debts as they become due, or shall make a general assignment for the benefit of creditors.

**7.14 Other Indebtedness.** If Mortgagor, Beneficiary or any other Affiliated Person shall default in the due and punctual performance of any covenants, conditions, warranties, representations or other obligations, including, without limitation, the repayment of indebtedness, under any documents or instruments evidencing or securing any other indebtedness owed to Mortgagee and shall fail to cure such default within the applicable cure or grace period, if any.

**7.15 Lease Covenants.** If Mortgagor shall default in the performance of its obligations arising in connection with the Covenants Regarding Leases made by Mortgagor pursuant to Paragraph 6.24.

## Article 8

### DEFAULT AND FORECLOSURE

**8.1 Remedies.** If an Event of Default shall occur, Mortgagee may, at its option, exercise one or more or all of the following remedies either successively or concurrently:

**8.1.1 Acceleration.** Declare the unpaid portion of the indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

**8.1.2 Receiver.** Apply at any time to a court having jurisdiction for the appointment of a receiver of the Mortgaged Property, and of the Rents and Leases; and such appointment shall be made by the court as a matter of strict right to Mortgagee and without reference to the adequacy or inadequacy of the security or value of the Mortgaged Property, or to the solvency or insolvency of Mortgagor, and Mortgagor does hereby irrevocably consent to such appointment. The Rents shall be applied by the receiver to the payment of the indebtedness, as provided in Section 8.5 hereof, or as otherwise ordered by the court.

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**8.1.3 Entry on Mortgaged Property.** Enter upon the Mortgaged Property, without force or with such force as is permitted by law, and without notice or process or with such notice or process as is required by law, unless such notice or process is waivable, in which case Mortgagor hereby waives such notice and process, and take exclusive possession thereof and of all books, records and accounts relating thereto.

**8.1.4 Power of Sale.** To the fullest extent permitted and pursuant to the procedures provided by applicable law, exercise such power of sale as may be provided by applicable law, and sell or offer for sale the Mortgaged Property in such portions, order and parcels as Mortgagee may determine, with or without having first taken possession of same, to the highest bidder at public auction. Such sales shall be made in accordance with the Legal Requirements therefor for the state in which the Mortgaged Property is located, including, to the extent there relevant, the Uniform Commercial Code there in effect. Nothing contained in this Section 8.1.4 shall be construed to limit in any way Mortgagee's rights to sell the Mortgaged Property by private sale if, and to the extent that, such private sale is permitted under the laws of the state where the Mortgaged Property is located or by public or private sale after entry of a judgment by any court of competent jurisdiction ordering same.

**8.1.5 Full or Partial Foreclosure.** Pursuant to the procedures provided by applicable law, institute and prosecute foreclosure proceedings with respect to the Mortgaged Property; or, if Mortgagee so elects, institute foreclosure procedures only with respect to a portion of the indebtedness or to a portion of the Mortgaged Property (such partial proceeding being hereinafter referred to as a partial foreclosure). Mortgagor agrees that sale pursuant to a partial foreclosure, if so made, shall not in any manner affect the remainder of the secured indebtedness, but as to such remainder this Mortgage and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Paragraph. Notwithstanding the filing of any partial foreclosure or entry of a decree of sale therein, Mortgagee may elect at any time prior to a foreclosure sale pursuant to such decree, to discontinue such partial foreclosure and to accelerate the entire secured indebtedness by reason of any Event of Default upon which such partial foreclosure was predicated or by reason of any other Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosure sales may be made pursuant to partial foreclosures without exhausting the right of full or partial foreclosure sale for any remainder of the secured indebtedness, it being the purpose hereof to provide for a partial foreclosure sale of the secured indebtedness without exhausting the power to foreclose and to sell the Mortgaged Property pursuant to any such partial foreclosure for any other part of the secured indebtedness whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

**8.1.6 Other.** Exercise any other remedy specifically granted under the Loan Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

**8.2 Right and Authority of Receiver or Mortgagee in the Event of Default, Power of Attorney.** Upon the occurrence of an Event of Default hereunder and entry upon the Mortgaged Property pursuant to Paragraph 8.1.3 hereof or appointment of a receiver pursuant to Paragraph 8.1.2 hereof, and under such terms and conditions as may be deemed prudent and reasonable, in the Mortgagee's or receiver's opinion under the circumstances, all at Mortgagor's expense, Mortgagee or said receiver, as the case may be, may do or permit any one or more of the following, successively or concurrently: (a) enter upon and take possession and control of the Mortgaged Property; (b) take and maintain possession of all documents, books, records, papers and accounts related to the Mortgaged Property; (c) exclude Mortgagor, its agents and employees, wholly from the Mortgaged Property; (d) manage and operate the Mortgaged Property; (e) preserve and maintain the Mortgaged Property; (f) make repairs and alterations to the Mortgaged Property; (g) complete any construction or repair of the improvements on the Mortgaged Property with such changes, additions or modifications to the plans and specifications or intended disposition and use of the improvements under construction on the Mortgaged Property as Mortgagee may deem appropriate or desirable to place the Mortgaged Property in such condition as will, in Mortgagee's sole judgment, make it or any part thereof readily marketable or rentable; (h) conduct a marketing or leasing program with respect to the Mortgaged Property, or employ a marketing or leasing agent or agents to do so, directed to the lease or sale of the Mortgaged Property, under such other terms and conditions as Mortgagee may in its sole discretion deem appropriate or desirable; (i) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents or other employees, agents, independent contractors or professionals, as Mortgagee may in its discretion deem appropriate or desirable, to implement and effectuate the rights and powers herein granted; (j) execute and deliver, in the name of Mort-

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gagor as attorney-in-fact and agent of Mortgagor, or in its own name as Mortgagee or receiver, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (k) enter such leases, whether of real or personal property, or tenancy agreements, under such terms and conditions as Mortgagee or receiver may in its sole discretion deem appropriate or desirable; (l) collect and receive the Rents from the Mortgaged Property; (m) eject tenants or repossess personal property, as provided by law, for breaches of the conditions of their leases or other agreements; (n) sue for unpaid rents, payments, income or proceeds in the name of Mortgagor or Mortgagee; (o) maintain actions in forcible detainer and actions in distress for rent; (p) compromise or give acquittance for rents, payments, income or proceeds that may become due; (q) delegate or assign any and all rights and powers given to Mortgagee by this Mortgage; and/or (r) do any acts which Mortgagee or receiver in its discretion deems appropriate or desirable to protect the security hereof and/or use such measures, legal or equitable, as it may in its discretion deem appropriate or desirable to implement and effectuate the provisions of this Mortgage. This Mortgage shall constitute a direction to and full authority to any lessee or other third-party who has heretofore dealt or may hereafter deal with Mortgagor or Mortgagee, at the request of Mortgagee, to pay all amounts owing under any lease or other agreement to the Mortgagee without proof of the default relied upon. Any such lessee or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Mortgagor in so doing) any request, notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents or other sums which may be or thereafter become due under its lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no right or duty to inquire as to whether any default under this Mortgage or any of the other Loan Documents has actually occurred or is then existing, and Mortgagor hereby constitutes and appoints Mortgagee, its assignees, successors, transferees and nominees, as Mortgagor's true and lawful attorney-in-fact and agent, with full power of substitution in the Mortgaged Property, in Mortgagor's name and stead, to do or permit any one or more of the foregoing described rights, remedies, powers and authorities, successively and concurrently, and said power of attorney shall be deemed a power coupled with an interest and irrevocable.

**8.3 Remedies Cumulative and Concurrent.** The rights and remedies of Mortgagee as provided herein and in the Loan Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

**8.4 Waiver of Redemption, Notice, Marshalling, etc.** To the extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any sale pursuant to any statute, order, decree or judgment of any court, on its own behalf, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property or any portion thereof. Mortgagor further agrees, to the extent permitted by law, that if a default occurs hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any homestead exemption, appraisalment, reinstatement, valuation, stay, extension, moratorium or other laws now or hereafter in force, in order to prevent or hinder enforcement or foreclosure of this Mortgage, or absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives and releases to the full extent that it may lawfully so do the benefit of such laws and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

**8.5 Application of Proceeds.** The proceeds of any sale or all or any portion of the Mortgaged Property and the amounts generated by any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in such order as Mortgagee may at its option elect, for the following purposes:

- (a) to the payment of all of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation, payment of attorneys' fees and fees of a receiver;
- (b) to the payment of accrued and unpaid interest due on the Note; and
- (c) to the payment of the balance of the Indebtedness.



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**8.6 No Conditions Precedent to Exercise of Remedies:** Mortgagor shall not be relieved of any Obligation by reason of: (a) the failure of Mortgagee to comply with any request of Mortgagor to foreclose the lien of this Mortgage or to enforce any provision of the other Loan Documents; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation extending, renewing, rearranging or in any other way modifying the terms of the Loan Documents without first having obtained the consent of, given notice to or paid any consideration to Mortgagor and in such event Mortgagor shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the indebtedness and the complete fulfillment of all of the Obligations.

**8.7 Indemnity.** Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor, and to the extent provided by law and except for Mortgagee's willful misconduct or gross negligence, Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss, cost, expense or damage which it may or might incur in the exercise of its rights, remedies, powers and authority hereunder, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations, undertakings or liabilities. Should Mortgagee incur any such liability, loss, cost or damage of or in the defense of any claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, with interest accruing at the Default Rate.

**8.8 Discontinuance of Proceedings.** In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

## Article 9

### MISCELLANEOUS

**9.1 Future Advances.** This Mortgage is given to secure payment of the Note, whether the entire amount thereof shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure the payment and performance of all other liabilities and obligations of Mortgagor under the Note or the Loan Documents, and any other amount or amounts that may be added to the indebtedness under the terms of this Mortgage, all of which indebtedness being equally secured with and having the same priority as any amounts advanced at the date hereof. It is agreed that any future advances made by Mortgagee to or for the benefit of Mortgagor from time to time under this Mortgage or the Loan Documents shall be deemed to be obligatory, and the amount of any such advances and all interest accruing thereon, shall be equally secured by this Mortgage and have the same priority as all amounts, if any, advanced as of the date hereof and be subject to all of the terms and provisions of this Mortgage. The total amount of indebtedness that may be so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time, plus interest thereon, plus any disbursements made for the payment of taxes, levies, insurance or other liens, charges or encumbrances on the Mortgaged Property, plus interest on such disbursements at the Default Rate, shall not exceed Five Hundred Percent (500%) of the face amount of the Note.

**9.2 Further Assurances.** Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Loan Documents.

**9.3 Recording and Filing.** Mortgagor will cause the Loan Documents and all supplements thereto at all times to be recorded and filed in such manner and in such places as Mortgagee shall request, and will pay any recording and filing taxes, fees and other charges.

**9.4 Notice.** All notices, demands, requests and other communications required under the Loan Documents shall be in writing and shall be deemed to have been properly given if delivered by messenger or if sent by U.S. first class mail, postage prepaid,

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addressed to the party for whom it is intended at the Mortgagor's Address or the Mortgagee's Address, as the case may be, and if to Mortgagee, with copy to Coffield Ungaretti & Harris, 3500 Three First National Plaza, Chicago, Illinois 60602, Attention: Richard A. Ungaretti, Esq. Notice will be deemed to have been given upon delivery if delivered by messenger or on the date of mailing if mailed. Any party may designate a change of address by written notice to the other.

**9.5 Mortgagee's Right to Perform the Obligations.** If Mortgagor fails to make any payment or perform any act required by the Note, the Loan Documents or the Legal Requirements, Mortgagee, without any obligation so to do and without waiving any other right, remedy or recourse, may make such payment or perform such act at the expense of Mortgagor. All sums so paid by Mortgagee and all costs incurred in connection therewith, together with interest thereon at the Default Rate from the date of payment, shall constitute part of the Indebtedness secured by this Mortgage and the Loan Documents and shall be paid by Mortgagor to Mortgagee on demand or, upon failure to pay on demand, shall be included in any judgment of foreclosure.

**9.6 Modification.** The Loan Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

**9.7 No Waiver.** All options and rights of election herein provided for the benefit of the Mortgagee are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

**9.8 Subrogation.** If the proceeds of the Note are utilized in whole or in part to pay off any existing lien against the Mortgaged Properties or any portion thereof, the Mortgagee shall be subrogated to any and all rights of the holder of any such lien, whether or not it is assigned to the Mortgagee, and said liens are hereby renewed, extended and carried forward in full force and effect for the benefit of Mortgagee.

**9.9 Mortgagee's Costs and Expenses.** Mortgagor further expressly covenants and agrees to pay Mortgagee all costs and expenses of every kind paid or incurred by Mortgagee in any way in connection with the Note, this Mortgage or other Loan Documents and the protection of the Mortgaged Property or the maintenance of the lien of this Mortgage and the security interests under the other Loan Documents, or otherwise in connection with the determination and exercise by Mortgagee of any of its rights or remedies under the Loan Documents upon the occurrence of any event which, with the passage of time or the giving of notice or both, could constitute a default or an event of default hereunder, including any and all expenditures for documentary evidence, title insurance, minutes of foreclosure, or any abstract or opinion of title to the Mortgaged Property, and all similar fees, costs, charges and expenses, and including all attorneys' fees and stenographer's fees, paid or incurred by Mortgagee in any suit or legal proceeding, or in preparation or in anticipation of declaring a default or event of default or in preparation or in anticipation of such suit or proceeding, regardless of whether such suit or proceeding is actually instituted, including without limitation, any bankruptcy or insolvency proceeding, probate proceeding, or other proceeding in which Mortgagee may in its discretion intervene in order to protect its security, or appeal from any of the foregoing, or otherwise paid or incurred by Mortgagee in obtaining legal advice regarding its rights and remedies under the Loan Documents or in determining whether to declare a default or event of default hereunder. All such fees, costs, charges and expenses shall constitute so much additional indebtedness evidenced by the Note and secured by this Mortgage, regardless of whether the same may cause the Indebtedness secured hereby to exceed the face amount of the Note, and shall be immediately due and payable when incurred, with interest accruing thereon at the Default Rate, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Mortgage, whether a decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges and costs of Mortgagee shall have been paid in full.

**9.10 Usury.** It is expressly stipulated and agreed to be the intent of the Mortgagor and Mortgagee to at all times comply with applicable law now or hereafter governing the interest payable on the Note or the loan. If the applicable law is ever revised, repealed, or judicially interpreted so as to render usurious any amount called for under the Note (or under any other instrument evidencing or relating to any of the secured indebtedness), or

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contracted for, charged, taken, reserved or received with respect to the Loan, or if the Mortgagee's acceleration of the Note or any prepayment by Mortgagor results in Mortgagor having paid any interest in excess of that permitted by law, then it is Mortgagor's and Mortgagee's express intent that all excess amounts theretofore collected by Mortgagee be credited on the principal balance of the Note (or, if the Note has been paid in full, refunded to Mortgagor), and the provisions of the Note and this Mortgage and other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

**9.11 Successors and Assigns; Covenants Running with the Land.** The terms, provisions, covenants and conditions hereof and of the Loan Documents shall be binding upon Mortgagor, Beneficiary and any other Affiliated Person, their respective heirs, devisees, representatives, successors and assigns, and shall inure to the benefit of the Mortgagee and its respective successors, substitutes and assigns, and shall constitute covenants running with the land. This subparagraph 9.11 shall in no way be construed to imply any consent by Mortgagee to any unpermitted transfer as set forth herein.

**9.12 Conflict of Terms.** The terms, provisions, covenants and conditions of the Mortgage shall be construed in such a manner as to be consistent with the terms and any other instruments executed in connection with or as security for the Note, provided however, in the event of conflict between the terms of this Mortgage and the terms of the other Loan Documents, the terms of this Mortgage shall control.

**9.13 Applicable Law.** The rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent that Federal law must preempt the applicability of state usury or other laws.

**9.14 Business Loan.** Mortgagor acknowledges and agrees that (a) the Note, this Mortgage, and the other Loan Documents have been negotiated, executed and delivered in the State of Illinois; (b) the proceeds of the Note will be used for a "business purpose" as specified in Section 4(1)(c) of Paragraph 6427, ch. 17 of the Illinois Revised Statutes, and that accordingly, the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph; and (c) the indebtedness and the obligations secured hereby are an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. §§1601, et seq.

**9.15 No Joint Venture; No Third Party Beneficiary.** Mortgagor acknowledges and agrees that in no event shall Mortgagee be deemed to be a partner or joint venturer with it. Without limitation of the foregoing, Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document securing any portion of the indebtedness or otherwise. No other person shall be deemed to have any right or priority under this Mortgage to any extent or for any purpose whatsoever, nor shall any other person have any claim or right of action with respect to the Mortgaged Property or proceeds of the indebtedness or be deemed a third-party beneficiary under this Mortgage or under the Loan Documents.

**9.16 Severability:** The Loan Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law. It is hereby expressly stipulated and agreed to be the intent of Mortgagor and Mortgagee to at all times comply with the usury, and all other, laws relating to the Loan Documents. If, at any time, the applicable Legal Requirements render usurious any amount called for in any Loan Document, then it is Mortgagor's and Mortgagee's express intent that such document be enforced to the greatest extent permitted by law, so as to comply with the then applicable law so as to permit the recovery of the fullest amount otherwise called for in such Loan Documents.

**9.17 Release Upon Payment and Discharge of Mortgagor's Obligations:** If Mortgagor shall fully pay all principal and interest on the Note and all other indebtedness evidenced and secured hereby and perform and comply with all of the Obligations to be performed and complied with by Mortgagor, then this Mortgage shall be satisfied, and Mortgagee shall thereupon release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and, if allowed by law, upon payment to Mortgagee of a reasonable fee for the preparation of such release.

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**9.18 Non-Recourse Provision.** In the event of any default under the terms hereof or of the Note or of any of the other Loan Documents, or upon maturity of the Note, whether by acceleration or the passage of time or otherwise, the recourse of Mortgagee shall be limited to judicial foreclosure and the other remedies set forth herein or in the other Loan Documents, and, subject to the limitations expressly set forth below, there shall be no personal liability of Mortgagor or Beneficiary for the payment of principal or interest or other amounts which may be due and payable on or under the terms of the Note, this Mortgage, or the other Loan Documents. Mortgagee shall look solely to the Mortgaged Property and any other security granted to Mortgagee under the terms of the other Loan Documents upon foreclosure of the lien hereof and of the other Loan Documents, and shall not institute, seek, obtain or take any deficiency or monetary judgment against Beneficiary, or against any property of Beneficiary other than the Mortgaged Property, for any amounts unsatisfied after the application of the Mortgaged Property and other security granted to Mortgagee under the terms of the other Loan Documents, and the proceeds thereof; provided, however that nothing contained in this paragraph 9.18 shall in any manner or way release, effect or impair: (a) the existence of the debt evidenced by the Note; (b) the enforceability of the liens and security interests created by this Mortgage and the other Loan Documents; (c) the right of Mortgagee after the occurrence of a default under this Mortgage or any of the other Loan Documents to recover from Mortgagor any rents or other income received by Beneficiary or any Affiliated Person from tenants of the Mortgaged Property from and after said default; (d) the right of Mortgagee after the occurrence of a default hereunder to recover from Beneficiary an amount necessary to repair any damage to the Mortgaged Property which is caused by the willful or wanton act or omission of Mortgagor or any Affiliated Person; and (e) the right of Mortgagee to recover from Beneficiary any sums expended by Mortgagee in performance or compliance of all covenants, agreements, and provisions of any leases assigned to Mortgagee in connection with the loan secured hereby which is so expended by reason of Mortgagor's neglect or refusal to so perform said obligations or to prevent Mortgagee from recovering any rentals lost as a result of Mortgagor's failure to perform said obligations or otherwise prevent the Mortgagee from recovering any rentals lost as a result of Mortgagor's failure to perform said obligations; (f) the right of Mortgagee to recover from Beneficiary any and all of Mortgagee's costs, expenses, damages, or liabilities, including without limitation, all reasonable attorneys' fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence on, under, or about the Mortgaged Property, of any materials, wastes, or substances defined or classified as hazardous or toxic under applicable Federal, State or Local laws or regulations; or (g) the right of Mortgagee to recover from Beneficiary any deficiency or monetary judgment for any loss, liability, or damage arising out of or based upon any fraud or willful misrepresentation of a material fact by the Mortgagor or any Affiliated Person.

**9.19 Trustee's Exculpation.** This Mortgage is executed by Northbrook Trust & Savings Bank, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness secured hereunder, or to perform any covenants, either express or implied therein or herein contained, or with regard to any warranty contained in the Mortgage except the warranty made in this Paragraph, all such personal liability, if any, being expressly waived with respect to said Trustee by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, but nothing in the preceding portions of this paragraph shall be construed in any way so as to affect or impair the lien of the mortgage, or the Mortgagee's right to the foreclosure thereof, or be construed in any way so as to limit or restrict any of the rights and remedies of the Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby out of and from the security given therefor in the manner provided herein, in the Note and other instruments given to secure the Note, and further shall not in any way be construed to restrict or limit the Mortgagee's absolute right to enforce personal liability against any co-maker, endorser, guarantor or guarantors of the Note or any other instrument given to secure the indebtedness.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the day and year first above written.

\*NORTHBROOK TRUST & SAVINGS BANK, not personally but as Trustee under Trust No. LT-2048 as aforesaid

By: *Joseph W. Lank*  
Name: JOSEPH W. LANK  
Title: SR. VICE PRESIDENT

ATTEST: [SEAL]

By: *Nancy A. Stack*  
Name: NANCY A. STACK  
Title: ASSISTANT SECRETARY

\*NORTHBROOK TRUST & SAVINGS BANK, not personally, but as Trustee under Trust No. LT-2049, as aforesaid

By: *Joseph W. Lank*  
Name: JOSEPH W. LANK  
Title: SR. VICE PRESIDENT

ATTEST: [SEAL]

By: *Nancy A. Stack*  
Name: NANCY A. STACK  
Title: ASSISTANT SECRETARY

\* LaSalle National Trust & Savings Bank, Successor Trustee to LaSalle National Bank, formerly known as Northbrook Trust & Savings Bank

*S. Guy Fishman*  
S. GUY FISHMAN  
*Edwin A. McGuire*  
EDWIN A. MCGUIRE  
*Joseph J. Ceisel*  
JOSEF J. CEISEL  
*James E. O'Halloran, Jr.*  
JAMES E. O'HALLORAN, JR.

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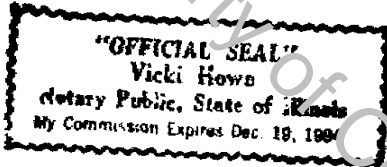
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## FIRST TRUST'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, VICKI HOWE, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOSEPH V. LANG and NANCY A. STACK, SR. VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of NORTHBROOK TRUST & SAVINGS BANK who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee under Trust No. 12-2048 as aforesaid for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY did then and there acknowledge that (s)he as custodian of the corporate seal of said bank, did affix the seal as his (her) own free and voluntary act, and as the free and voluntary act of said Bank as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24<sup>th</sup> day of May, 1973.



Vicki Howe  
Notary Public

My Commission Expires:

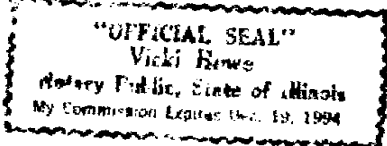
12/19, 1994

## SECOND TRUST'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, VICKI HOWE, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOSEPH V. LANG and NANCY A. STACK, the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of NORTHBROOK TRUST & SAVINGS BANK who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee under Trust No. 12-2049 as aforesaid for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY did then and there acknowledge that (s)he as custodian of the corporate seal of said bank, did affix the seal as his (her) own free and voluntary act, and as the free and voluntary act of said Bank as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24<sup>th</sup> day of May, 1973.



Vicki Howe  
Notary Public

My Commission Expires:

12/19, 1994

\*  
LaSalle National Trust, N.A., Successor Trustee to  
LaSalle National Trust, Successor Trustee to LaSalle  
Bank Northbrook, formerly known as Northbrook  
Trust & Savings Bank

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11/11/2024



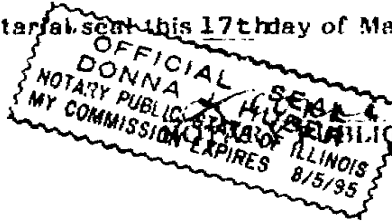
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## BENEFICIARY ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that S. GUY FISIMAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of May, 1993.



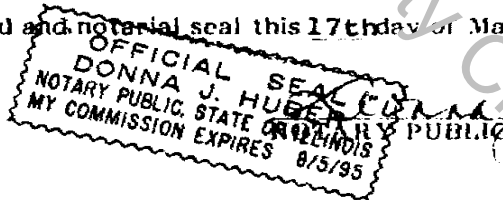
My commission expires:

August 5, 1995

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that EDWIN A. McGUIRE, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of May, 1993.



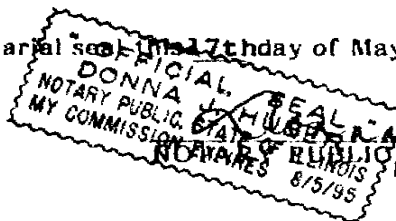
My commission expires:

August 5, 1995

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOSEF J. CEISEL, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of May, 1993.



My commission expires:

August 5, 1995

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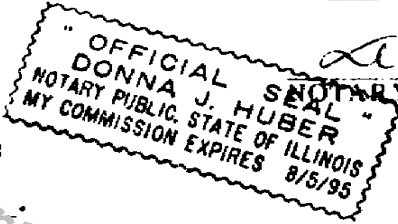
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STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that JAMES E. O'HALLORAN, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of May, 1993.



*Donna J. Huber*

My commission expires:

August 5, 1995

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EXHIBIT "A"

SPLIC #12871

## PROMISSORY NOTE

\$5,400,000.00

Chicago, Illinois  
May 17, 1993

FOR VALUE RECEIVED, NORTHBROOK TRUST & SAVINGS BANK, not personally but as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. LT-2048 ("First Trust") and NORTHBROOK TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. LT-2049 ("Second Trust") (First Trust and Second Trust are hereinafter collectively referred to collectively as "Maker"), hereby promise to pay to the order of STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation (hereinafter referred to as "Payee"), at its office in Bloomington, Illinois, or at such other place as Payee may from time to time designate, in the manner hereinafter provided, the principal sum of Five Million Four Hundred Thousand and No/100THS DOLLARS (\$5,400,000.00), in lawful money of the United States of America, together with interest at the rate of Eight and 5/100ths Percent (8.05%) per annum (hereinafter referred to as the "Interest Rate") from the date hereof on the balance of principal remaining from time to time unpaid, as follows:

(i) On June 1, 1993, Maker shall pay to Payee an amount equal to the interest accrued on the principal balance outstanding hereunder from the date of disbursement to the date of payment.

(ii) On July 1, 1993 and on the first day of each calendar month thereafter through and including May 1, 1998 Maker shall pay to Payee interest accrued on the principal balance during the month immediately prior to the date of payment in the amount of Thirty-Six Thousand Two Hundred Twenty-Five and No/100ths Dollars (\$36,225.00). All such payments shall be applied to interest accrued hereunder, except that if any advance made by Payee under this Note or the other Loan Documents (as hereinafter defined) or any late payment charge is not paid when due, Payee shall have the option of applying any monies received from Maker to payment of such advance or fee plus interest thereon before applying any of such monies to any installment then due.

(iii) On June 1, 1998 and on the first day of each calendar month thereafter until the entire principal balance of this Note shall have been paid, Maker shall pay to Payee equal monthly installments of principal and interest in the amount of Sixty Two Thousand Six Hundred Eighty-Five and No/100ths Dollars (\$62,685.00). All payments shall be applied first to interest and then to principal outstanding hereunder, except that if any advance made by Payee under this Note or under any of the Loan Documents or any late payment charge is not paid when due, Payee shall have the option of applying any monies received from Maker to payment of such advance or fee plus interest thereon before applying any of such monies to any installment then due.

(iii) All of the unpaid principal balance outstanding hereunder and any unpaid interest accrued thereon shall be due and payable, if not sooner paid and if not sooner due by acceleration or otherwise, on February 1, 2009 (the foregoing applicable date being hereinafter referred to as the "Maturity Date").

Interest shall be calculated hereunder on the basis of a 360-day year. In the event the unpaid principal balance of this Note becomes due and payable on a date other than the first day of a calendar month, a final payment of interest at the rate provided in this Note shall be due and payable on such date.

This Note is secured by a certain Mortgage of even date herewith executed by Maker and S. Guy Fishman, Edwin A. McGuire, Josef J. Ceisel and James E. O'Halloran, Jr. (hereinafter referred to as the "Mortgage") which pertains to certain real estate located at 1627-29 Lake Cook Road, Deerfield, Cook Illinois, and legally described on Exhibit B attached to the Mortgage (hereinafter referred to as the "Real Estate"), and is further secured by the other Loan Documents (as defined in the Mortgage) all of which documents bear even date herewith.

The loan evidenced by this Note is closed to prepayment until June 1, 1998, whereupon Maker may, on such date or upon any installment date thereafter prepay the entire unpaid principal balance with accrued interest thereon to date of payment provided that Maker has given sixty (60) days prior written notice to the legal holder hereof

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of the intention to make such prepayment, provided such prepayment shall include the premium discussed below.

As used herein, the term "prepayment" shall mean any event whereby the principal balance outstanding hereunder, together with interest due and owing thereon, is fully or partially satisfied in any manner, whether voluntary or involuntary, prior to the Maturity Date (excluding receipt of insurance or condemnation proceeds), including, but not limited to, payment after the Maturity Date is accelerated, payment by any holder of a subordinate interest in the property encumbered, payment as a result of any sale under court order or trustee's sale or deed in lieu thereof, or payment as a result of sale or other method under any bankruptcy or insolvency proceedings. If prepayment is made during the period when there is no right of prepayment or after June 1, 1998 but before September 1, 2008, then, in addition to the unpaid principal balance with accrued interest thereon to date of prepayment, Maker shall pay to Payee a prepayment premium equal to the greater of the following:

- (a) A premium of 1% of the amount to be prepaid; or
- (b) If at the time of prepayment the "Treasury Yield" (as defined herein) is less than the note rate, said Premium shall be calculated by: (i) multiplying the outstanding principal balance to be prepaid by the Monthly Interest Differential defined as 1/12th of the amount by which the note rate exceeds the "Treasury Yield" having the closest maturity (month and year) to the scheduled maturity of the loan; and (ii) this product shall then be discounted monthly at the "Treasury Yield" rate for the number of months then remaining to the scheduled maturity date of this loan. "Treasury Yield" means the market rate of U.S. Treasury Issues as last quoted in the Wall Street Journal. Should more than one U.S. Treasury Issue be quoted as maturing on the closest date to the maturity date of this loan, then the yield of the issue selling closest to par will be used in the calculation. If the Wall Street Journal is not then in publication, then any other publication acceptable to Holder will be utilized.

If the maturity of this loan shall have been accelerated for default, the above prepayment premium shall be charged if permitted by law, except no prepayment premium will be charged after the first (1st) day of September, 2008.

The parties agree and acknowledge (i) the parties have negotiated in advance the prepayment premium provided for herein, both parties being represented by counsel or having the opportunity to consult counsel; (ii) the prepayment premium is reasonable; (iii) the prepayment premium shall be paid immediately upon any unpermitted prepayment hereunder; (iv) there is good and valuable consideration for the agreement to pay such prepayment premium; and (v) Maker shall not be permitted after execution hereof to claim otherwise than as agreed to herein.

If Maker fails to pay any installment or payment of principal or interest or other charge due hereunder or under any of the Loan Documents when due, or if at any time hereafter the right to foreclose or exercise the remedies available under the Mortgage or other Loan Documents or to accelerate this Note shall accrue to Payee under any of the provisions contained in this Note, the Mortgage, or the other Loan Documents, including, without limitation, by reason of the Real Estate or any part thereof or any legal, equitable or beneficial interest therein or in Beneficiary (as hereinafter defined), being sold, assigned, transferred, conveyed, mortgaged or otherwise liened or encumbered to or in favor of any party other than Payee, or by reason of Maker or any beneficiary of Maker entering into any contract or agreement for any of the foregoing, or if at any time hereafter any other default occurs under the Mortgage or any of the Loan Documents, and Maker fails to cure the same within the time period, if any, provided for curing the same under the terms of the Mortgage or other Loan Documents, then at the option and election of Payee, and without further notice, grace or opportunity to cure, the entire unpaid principal balance outstanding hereunder, together with all interest accrued thereon, shall be accelerated and become immediately due and payable at the place of payment aforesaid.

While any default exists in the making of any payment or in the performance or observance of any of the covenants, agreements or conditions of this Note or of any of the other Loan Documents, Maker further promises to pay, on each date that an installment payment on this Note is due additional interest on the principal balance of this Note then outstanding at a rate representing the difference between the rate then

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applicable, as in this Note aforesaid, and Thirteen and 5/100ths Percent (13.05%) (the "Default Rate"), provided that any additional interest which has accrued shall be paid at the time of and as a condition precedent to the curing of any default.

As long as the regular monthly installment of principal and interest is received on or before the tenth (10th) day of the month, then such payment shall be deemed to have been made on or before the first (1st) day of the month. If the payment is not made by the tenth (10th) day of the month, then the loan shall be considered to be in default from the date such regular monthly installment was due (the first day of the month), and the default provisions of this note shall be operative from the first day of such month.

Time is of the essence hereof.

Maker, for itself and its successors and assigns, and each co-maker, endorser or guarantor, if any, of this Note, for their successors and assigns, hereby forever waives presentment, protest and demand, notice of protest, demand, dishonor and non-payment of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and waives and renounces all rights to the benefits of any statute of limitations and any moratorium, right of redemption, appraisement, exemption and homestead law now provided or which may hereby be provided by any federal or state statute or decisions, including but not limited to exemptions provided by or allowed under the Bankruptcy Code, against the enforcement and collection of the obligations evidenced by this Note, and any and all amendments, substitutions, extensions, renewals, increases, and modifications hereof. Maker agrees to pay all costs and expenses of collection and enforcement of this Note when incurred, including appraisal fees and Payee's attorneys' fees and legal and court costs, including any incurred on appeal or in connection with bankruptcy or insolvency, whether or not any lawsuit or proceeding is ever filed with respect hereto. No extensions of time of the payment of this Note or any installment hereof or any other modification, amendment or forbearance made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the liability of any co-maker, endorser, guarantor or any other person with regard to this Note, either in whole or in part.

No failure on the part of Payee or any holder hereof to exercise any right or remedy hereunder, whether before or after the occurrence of a default, shall constitute a waiver thereof, and no waiver of any past default shall constitute a waiver of any future default or of any other default. No failure to accelerate the debt evidenced hereby by reason of default hereunder, or acceptance of a past due installment or indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment thereafter or to impose the Default Rate retroactively or prospectively, or to impose late payment charges, or shall be deemed to be a novation of this Note or as a reinstatement of the debt evidenced hereby or as a waiver of such right of acceleration or any other right, or be construed so as to preclude the exercise of any right which Payee or any holder hereof may have, whether by the laws of the State of Illinois, by agreement or otherwise, and none of the foregoing shall operate to release, change or affect the liability of Maker or any co-maker, endorser or guarantor of this Note, and Maker and each co-maker, endorser and guarantor hereby expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing. This Note may not be modified or amended orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

The parties hereto intend and believe that each provision in this Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provisions, provision, or portion of any provision in this Note is found by a court of competent jurisdiction to be in violation of any applicable local, state or federal ordinance, statute, law, or administrative or judicial decision, or public policy, and if such court would declare such portion, provision or provisions of this Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force and effect to the fullest possible extent they are legal, valid and enforceable, and the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were severable and not contained therein, and the rights, obligations and interest of Maker and the holder hereof under the remainder of this Note shall continue in full force and effect.

All terms, conditions and agreements herein are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to the holders hereof for the use, forbearance or deten-



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tion of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable laws. If, from any circumstances whatsoever, fulfillment of any provision hereof shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if under any circumstances the holder hereof shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to reduction of the unpaid principal balance due hereunder and not to the payment of interest.

This Note shall inure to the benefit of Payee and its successors and assigns and shall be binding upon the undersigned and its successors and assigns. As used herein, the term "Payee" shall mean and include the successors and assigns of the identified payee and the holder or holders of this Note from time to time.

Maker acknowledges and agrees that (i) this Note and the rights and obligations of all parties hereunder shall be governed by and construed under the laws of the State of Illinois; (ii) the obligation evidenced by this Note is an exempted transaction under the Truth-in-Lending Act, 15 U.S.C. § 1601, et seq.; (iii) said obligation constitutes a "business loan" which comes within the purview of Ill. Rev. Stat. ch. 17, ¶ 6404, § 4(1)(c) (1981); and (iv) the proceeds of the loan evidenced by this Note will not be used for the purchase of registered equity securities within the purview of Regulation "G" issued by the Board of Governors of the Federal Reserve System.

The obligations of the maker of this Note shall be direct and primary, and when the context or construction of the terms of this Note so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter.

In the event of any default under the terms hereof or of the Mortgage or of any of the other Loan Documents, or upon maturity hereof whether by acceleration or the passage of time or otherwise, the recourse of Payee shall be limited to judicial foreclosure and the other remedies set forth herein or in the other Loan Documents, and, subject to the limitations expressly set forth below, there shall be no personal liability of Maker or any beneficiary of Maker (herein referred to as "Beneficiary") for the payment of principal or interest or other amounts which may be due and payable on or under the terms of this Note, the Mortgage, or the other Loan Documents. Payee shall look solely to the Mortgaged Property (as defined in the Mortgage) and any other security granted to Payee under the terms of the other Loan Documents upon foreclosure of the lien of the Mortgage and of the other Loan Documents, and shall not institute, seek, obtain or take any deficiency or monetary judgment against Maker or Beneficiary, or against any property of Maker or Beneficiary other than the Mortgaged Property, for any amounts unsatisfied after the application of the Mortgaged Property and other security granted to Payee under the terms of the other Loan Documents and the proceeds thereof; provided, however that nothing contained in this paragraph shall in any manner or way release, effect or impair: (a) the existence of the debt evidenced by this Note; (b) the enforceability of the liens and security interests created by the Mortgage and the other Loan Documents; (c) the right of Payee after the occurrence of a default under this Note, the Mortgage or any of the other Loan Documents to recover from Beneficiary any rents or other income received by Beneficiary or any Affiliated Person (as defined in the Mortgage) from tenants of the Mortgaged Property from and after said default; (d) the right of Payee after the occurrence of a default hereunder to recover from Beneficiary an amount necessary to repair any damage to the mortgaged Property which is caused by the willful or wanton act or omission of Beneficiary or any Affiliated Person; and (e) the right of Payee to recover from Beneficiary any sums expended by Payee in performance or compliance of all covenants, agreements, and provisions of any leases assigned to Payee in connection with the loan secured hereby which is so expended by reason of Beneficiary's neglect or refusal to so perform said obligations or to perform said obligations or otherwise prevent the Mortgage from recovering any rentals lost as a result of Beneficiary's failure to perform said obligations; (f) the right of Payee to recover from Beneficiary any and all of Payee's costs, expenses, damages, or liabilities, including without limitation, all reasonable attorneys' fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence on, under, or about the Mortgaged Property, of any materials, wastes, or substances defined or classified as hazardous or toxic under applicable Federal, State or Local laws or regulations; or (g) the right of Payee to recover from Beneficiary any deficiency or monetary judgment for any loss, liability, or damage arising out of or based upon any fraud or willful misrepresentation of a material fact by the Beneficiary or any Affiliated Person.

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This Note is executed by NORTHBROOK TRUST & SAVINGS BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by Payee and by every person now or hereafter holding this Note or claiming any right of security hereunder that nothing herein or in the Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, or to perform any covenants, either express or implied, herein contained, but nothing in the preceding portions of this paragraph shall limit Payee's right of recovery on this Note, the Mortgage and other Loan Documents against and out of the Real Estate and other collateral thereby conveyed by enforcement of the provisions hereof and of the Mortgage, nor in any way limit or affect the personal liability of any co-signer, endorser or guarantor of this Note and other Loan Documents.

EXECUTED AND DELIVERED at Chicago, Illinois as of the 17th day of May, 1993.

NORTHBROOK TRUST & SAVINGS BANK, not personally but as Trustee under Trust No. LT-2048

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: [SEAL]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTHBROOK TRUST & SAVINGS BANK, not personally but as Trustee under Trust No. LT-2049

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: [SEAL]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## EXHIBIT "B"

### Legal Description

#### FIRST TRUST PARCEL:

The South 383.67 feet of the East 161.33 feet (as measured on the South line) of the North 1/2 of Lot 2 in the Northeast 1/4 of Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, and, the West 256.65 feet of the North 1/2 of Lot 2 (except the North 50 feet thereof deeded for Cook County Highway of said Lot 2) and (except the West 130.65 feet of the North 297.80 feet of said North 1/2 of Lot 2) in the Northwest 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, containing 4.3776 acres.

#### Together with:

Easement appurtenant to and for the benefit of First Trust Parcel as created by Grant made by and between Northbrook Trust and Savings Bank, as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. LT-2048 and Northbrook Trust and Savings Bank, as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. LT-2049, dated June 4, 1979 and recorded June 6, 1979 as Document No. 24991236, for ingress, egress and parking over the land therein described.

#### SECOND TRUST PARCEL:

The East 161.35 feet (as measured on the North line of Lot 2), of the North 1/2 of Lot 2 (except the South 383.67 feet of said North 1/2 of Lot 2) and (except the North 50 feet thereof deeded for Cook County Highway of said Lot 2) in the Northwest 1/4 of Section 6, Township 42 North, Range 12 East of the Third Principal Meridian, and the West 130.65 feet of the North 1/2 of Lot 2 (except the South 383.67 feet of said North 1/2 of Lot 2), and (except the North 50 feet thereof deeded for Cook County Highway of said Lot 2), in the Northwest 1/4 of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

#### Together with:

Easement appurtenant to and for the benefit of Second Trust Parcel as created by Grant made by and between Northbrook Trust and Savings Bank, as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. LT-2048 and Northbrook Trust and Savings Bank, as Trustee under Trust Agreement dated February 27, 1979 and known as Trust No. LT-2049, dated June 4, 1979 and recorded June 6, 1979 as Document No. 24991236, for ingress, egress and parking over the land therein described.

PIN: 04-05-100-009  
04-06-201-009  
04-05-201-009  
04-05-100-008

Address: 1627-1629 Lake Cook Road  
Deerfield, Illinois

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EXHIBIT "C"

## Permitted Exceptions

1. General real estate taxes for the years 1992 (Second Installment Only) and subsequent years.
2. Annual Maintenance Assessment of Northfield Drainage District under Law Docket No. 70MR132 for 1993 and subsequent years.

3. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 91272467.

4. NOTICE OF ADJUSTMENTS FOR STORM WATER DETENTION RECORDED FEBRUARY 28, 1977 AS DOCUMENT NUMBER 23832837.

5. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MADE BY EDWIN A. MCQUIRE, JOSEF J. GUSEL, S. GUY FISHMAN AND JAMES E. O'HALLORAN, JR DATED MARCH 9, 1977 AND RECORDED APRIL 7, 1977 AS DOCUMENT NUMBER 23879931 AND RE-RECORDED AUGUST 1, 1977 AS DOCUMENT NUMBER 24035811 AS AMENDED BY INSTRUMENT RECORDED MAY 5, 1978 AS DOCUMENT NUMBER 24433944 RECITING THAT THE LAND AND OTHER PROPERTY SHALL BE DEVELOPED AS A PLANNED COMMERCIAL AND OFFICE DEVELOPMENT AND CREATING CERTAIN COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ACCESS, INGRESS AND EGRESS AND UTILITIES, NO BUILDING OR OTHER PERMANENT STRUCTURES TO BE ERECTED ON THE EASEMENT AREA DESCRIBED AS FOLLOWS:

THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 2, OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE EAST 5 ACRES (EXCEPT THEREFROM THE WEST 162 FEET OF THE EAST 5 ACRES) OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

ALSO

A STRIP OF LAND 80 FEET WIDE, EXTENDING 63 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF COUNTRY LINE ROAD, THE CENTER LINE OF SUCH 80-FOOT STRIP BEING A LINE PARALLEL TO AND 596.64 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF LOT 2, SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

A STRIP OF LAND 80 FEET WIDE, EXTENDING 63 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF COUNTRY LINE ROAD, THE CENTER LINE OF SUCH 80-FOOT STRIP BEING A LINE PARALLEL TO AND 109.62 FEET EAST OF THE WEST LINE OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

NOTE: TIME LIMIT FOR COVENANTS, CONDITIONS AND RESTRICTIONS: 25 YEARS FROM DATE THEREOF, WITH AUTOMATIC EXTENSIONS FOR PERIODS OF 10 YEARS EACH UNLESS SOONER TERMINATED AS PROVIDED IN PARAGRAPH 5 THEREOF.

6. RIGHT CREATED BY GRANT FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 19, 1978 AND KNOWN AS TRUST NUMBER 54210, TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY, THEIR SUCCESSORS AND ASSIGNS, DATED SEPTEMBER 7, 1978 AND RECORDED SEPTEMBER 12, 1978 AS DOCUMENT NUMBER 24622235, TO CONSTRUCT, RECONSTRUCT, ADD TO, REMOVE, OPERATE AND MAINTAIN COMMUNICATION AND ELECTRIC SYSTEMS CONSISTING OF SUCH POLES, ANCHORS, GUYS, WIRES, CABLES, CONDUITS, TERMINALS, MANHOLES AND OTHER FIXTURES AS THE GRANTEE MAY FROM TIME TO TIME REQUIRE FOR THE PURPOSE OF TELE-COMMUNICATIONS AND FOR TRANSMISSION OF HEAT, LIGHT AND POWER BY ELECTRICITY, TOGETHER WITH THE RIGHT OF ACCESS TO THE SAME, INCLUDING THE RIGHT TO CLEAR AND KEEP CLEARED SUCH TREES, ROOTS, BUSHES AND OTHER OBSTRUCTIONS FROM THE EASEMENT DESCRIBED THEREIN TO WIT: THE NORTH 10 FEET, AND;

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ALSO

THE WEST 10 FEET, AND;

ALSO

THE NORTH 10 FEET OF:

THE EAST 5 ACRES (EXCEPT THEREFROM THE WEST 162.0 FEET OF THE EAST 5 ACRES) OF THE NORTH 1/3 OF THE EAST 1/2 OF LOT 1 (EXCEPT THE NORTH 50.0 FEET THEREOF DEDED FOR COOK COUNTY HIGHWAY OF SAID LOT 1) OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 132.0 FEET OF THE NORTH 1/2 OF LOT 2 (EXCEPT THE NORTH 50.0 FEET THEREOF DEDED FOR COOK COUNTY HIGHWAY OF SAID LOT 2) OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND; NOTE: PURPORTEDLY RELEASED BY THE ILLINOIS BELL TELEPHONE COMPANY BY INSTRUMENT RECORDED JUNE 8, 1979 AS DOCUMENT NUMBER 24995163.

7. RIGHT CREATED BY GRANT FROM NORTHBROOK TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 27, 1979 AND KNOWN AS TRUST NUMBER TRUST NO. LT-2049, TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY, DATED JUNE 4, 1979 AND RECORDED JUNE 8, 1979 AS DOCUMENT NUMBER 24995161, TO CONSTRUCT, RECONSTRUCT, ADD TO, REMOVE OPERATE AND MAINTAIN COMMUNICATION AND ELECTRIC SYSTEMS CONSISTING OF SUCH POLES, ANCHORS, GUYS, WIRES, CABLES, CONDUITS, TERMINALS, MANHOLES AND OTHER FIXTURES AS THE GRANTEE MAY FROM TIME TO TIME REQUIRE FOR THE PURPOSE OF TELE-COMMUNICATIONS AND FOR TRANSMISSION OF HEAT, LIGHT AND POWER BY ELECTRICITY TOGETHER WITH THE RIGHT OF ACCESS TO THE SAME, INCLUDING THE RIGHT TO CLEAR AND KEEP CLEARED SUCH TREES, ROOTS, BUSHES AND OTHER OBSTRUCTIONS FROM THE EASEMENT DESCRIBED THEREIN TO WIT: THE NORTH 10 FEET AND THE WEST 10 FEET OF THE LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS BY REASONABLE ROUTES ACROSS THE ADJOINING PROPERTY OF THE GRANTEE TO AND FROM SAID EASEMENT; AND THE COVENANTS AND CONDITIONS THEREIN CONTAINED. (FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS PARCEL 1)

8. GRANT DATED APRIL 7, 1952 AND RECORDED JULY 18, 1952 AS DOCUMENT 15390886 BY MICHAEL P. LOCHNER AND ELIZABETH LOCHNER, HIS WIFE, AND JOHN P. STRUB AND ROSEMARIE STRUB, HIS WIFE, TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AND ILLINOIS BELL TELEPHONE COMPANY JOINTLY AND SEVERALLY OF THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, LAY, MAINTAIN, RELOCATE, RENEW AND REMOVE EQUIPMENT CONSISTING OF POLES, POLE STRUCTURES, PUSH POLES, ANCHORS, GUYS, STUBS, WIRES AND OTHER NECESSARY ELECTRICAL FACILITIES AND TO DISTRIBUTE BY MEANS OF SAID EQUIPMENT ELECTRICITY TO BE USED FOR HEAT, LIGHT, POWER, TELEPHONE AND OTHER PURPOSES; ALSO TO TRIM FROM TIME TO TIME SUCH TREES, BUSHES AND SAPPLINGS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE INSTALLATION AND MAINTENANCE OF SUCH FACILITIES IN, UPON, UNDER AND ALONG THE SOUTH SIDE OF THE PUBLIC HIGHWAY KNOWN AS LAKE-COOK ROAD WHICH EXTENDS ALONG THE NORTH SIDE OF THE PROPERTY OF SAID GRANTORS.

9. EASEMENT DATED JUNE 4, 1979 AND RECORDED JUNE 6, 1979 AS DOCUMENT 24991275 GRANTED BY NORTHBROOK TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST NO. LT-2049 TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY OVER THE WEST 10 FEET, SOUTH 10 FEET AND THE MOST NORTHERLY 10 FEET OF THE LAND.

AFFECTS PARCEL 3

10. GRANT OF EASEMENT RECORDED JULY 26, 1977 AS DOCUMENT 24029037 MADE BY GUY FISHMAN, AND OTHERS TO NORTH SHORE SANITARY DISTRICT FOR A PERMANENT EASEMENT FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A SEWER LINE ALONG, THROUGH, ACROSS, OVER AND UNDER THE MOST NORTHERLY 20 FEET OF THE LAND AND OTHER PROPERTY NOT NOW IN QUESTION.

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11. PROVISIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 7, 1977 AS DOCUMENT 23879931 AND RE-RECORDED AUGUST 1, 1977 AS DOCUMENT 24035811 AS AMENDED BY INSTRUMENT RECORDED MAY 5, 1978 AS DOCUMENT 24432944 PROVIDING FOR THE CREATION OF A LIEN AGAINST THE LAND FOR THE FULL COST OF ABATEMENT OR REMOVAL OF VIOLATION OF ANY COVENANT OR RESTRICTIONS CONTAINED THEREIN AND ALSO FOR THE PRO-RATA SHARE OF MAINTENANCE COSTS, RELATING TO RESERVATION OF EASEMENT AREAS FOR INGRESS AND EGRESS, USE OF EASEMENT AREAS FOR UTILITY PURPOSES AND PROHIBITING BUILDING OR ENCROACHMENT ON EASEMENT AREAS

12. EASEMENT IN, UPON, UNDER, OVER AND ALONG PARCEL, TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT AS CREATED BY GRANT TO THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY RECORDED JANUARY 8, 1980 AS DOCUMENT 25301661.

13. EASEMENT IN FAVOR OF SCHMIDT PROPERTY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FOR THE RECIPROCAL USE OF CERTAIN FRONTAGE ROADS ON THE BAXTER PROPERTY AS DESIGNATED IN THE GRANT OF EASEMENT AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 27021045, AFFECTING THE LAND.

AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT 27419485.

SECOND AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT 88145287.

THIRD AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT 88199120.

14. RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN NORTHBROOK TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NUMBER LT-2048 AND NORTHBROOK TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST NUMBER LT-2049, IN FAVOR OF PARCEL 1 FOR THE PURPOSE OF INGRESS, EGRESS AND PARKING OVER AND UPON PARCEL 3, AND IN FAVOR OF PARCEL 3 FOR THE PURPOSE OF INGRESS, EGRESS AND PARKING OVER AND UPON PARCEL 1, RECORDED JUNE 6, 1979 AS DOCUMENT NO. 24991236 AND THE TERMS AND THE PROVISIONS CONTAINED THEREIN, RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT. (AFFECTS PARCELS 1 AND 3)

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