

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING, RETURN TO:

HDA Loan No. ML-149

Janet H. Winningham, Esq.  
Illinois Housing Development Authority  
401 North Michigan Avenue, 9th Floor  
Chicago, Illinois 60611

AMERICAN NATIONAL TITLE CORP.  
222 N. LASALLE ST.  
CHICAGO, IL 60601

94476188

OUR FILE #



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

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT (hereinafter referred to as this "Mortgage"), dated as of the 1st day of May, 1994, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under a Trust Agreement (hereinafter referred to as the "Trust Agreement") dated September 15, 1980, and known as Trust No. 50668 (hereinafter referred to as "Trustee"), having its principal office at 33 North LaSalle Street, Chicago, Illinois 60690, and DIVERSEY PARKWAY ASSOCIATES, an Illinois limited partnership, the sole beneficiary under the Trust Agreement (hereinafter referred to as "Owner"), having its principal office c/o New Frontier Development, 4104 North Harlem, Chicago, Illinois 60634 (Trustee and Owner are hereinafter referred to collectively as "Mortgagor"), to the ILLINOIS HOUSING DEVELOPMENT AUTHORITY, a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1, et seq., as amended and supplemented (hereinafter referred to as the "Act"), having its principal office at 401 North Michigan Avenue, 9th Floor, City of Chicago, County of Cook and State of Illinois (hereinafter referred to as "Mortgagee").

1945634/115 297

WITNESSETH

DEPT-01 RECORDING 179.50  
T90611 TRAN 2060 05/26/94 15145100  
40059 + RV # - 94 - 476188  
COOK COUNTY RECORDER

WHEREAS, Mortgagee has agreed to make a loan to Trustee (hereinafter referred to as the "Mortgage Loan") of a sum of money (to be used with such other monies, if any, paid by Mortgagor) for the acquisition or rehabilitation, development and/or permanent financing of the real property legally described in the exhibit attached hereto as Exhibit "A" and by this reference made a part hereof (hereinafter referred to as the "Real Estate"), (which Real Estate together with all improvements now or hereafter constructed thereon is hereinafter referred to as the "Development"); and

WHEREAS, to provide for the issuance of Multi-Family Program Bonds in order to obtain from time to time monies with which, among other things, to make mortgage loans, Mortgagee has adopted on November 20, 1992, its Multi-Family Program Bond General Resolution (which resolution, as amended, restated and supplemented from time to time, is hereinafter referred to as the "General Resolution") and two series resolutions adopted or to be adopted pursuant thereto (which resolutions, as amended and supplemented from time to time, together with the determinations adopted pursuant thereto, and the General Resolution, are hereinafter collectively referred to as the "Bond Resolution"); and

WHEREAS, for the purposes of this Mortgage, the term "Bonds" shall refer collectively to the obligations of Mortgagee issued and outstanding at the time of reference for the purposes described in Section 202(3)(b) of the General Resolution or the refunding obligations of Mortgagee

94476188

19.10  
21

UNOFFICIAL COPY

88187110

Property of Cook County Clerk's Office

issued and outstanding pursuant to Section 203 of the General Resolution. Initially, those obligations are Mortgagee's Multi-Family Program Bonds, Series 5 and, if and when issued, Multi-Family Program Bonds, Series 6 (Taxable); and

WHEREAS, for the purposes of this Mortgage, the monies borrowed by Mortgagee through the issuance of Bonds for the purposes described in Section 202(3)(b) of the General Resolution, and the interest and the Service Fee (as hereinafter defined) and other costs and expenses of Mortgagee attributable to Mortgagor, as determined by Mortgagee pursuant to the Mortgage Note (as hereinafter defined) and the Bond Resolution, shall constitute a part of, and be included in, the computation of the Mortgage Debt (as hereinafter defined); and

WHEREAS, contemporaneously with the execution and delivery hereof, Trustee has executed and delivered to Mortgagee its mortgage note described in Exhibit "B" attached hereto and made a part hereof (which Note is referred to therein and herein as "Note 1") as evidence of its indebtedness to Mortgagee, which represents the proceeds of Bonds issued or to be issued by Mortgagee for the purpose of obtaining funds with which to make the loan evidenced by Note 1, with interest thereon at the rates and payable at the times and in the manner as specified in Note 1; and

WHEREAS, contemporaneously with the execution and delivery hereof, Trustee has executed and delivered to Mortgagee its mortgage note also described in said Exhibit "B" (which Note is referred to therein and herein as "Note 2") as evidence of its indebtedness to Mortgagee, and which represents the proceeds of Bonds issued or to be issued by Mortgagee for the purpose of obtaining funds with which to make the loan evidenced by Note 2, with interest thereon at the rates and payable at the times and in the manner specified in Note 2 (Note 1 and Note 2 are sometimes collectively referred to herein as the "Mortgage Note");

WHEREAS, contemporaneously with the execution and delivery hereof, Trustee and Owner have executed and delivered to Mortgagee, among other things, the Regulatory Agreement and Declaration of Restrictive Covenants (hereinafter referred to as the "Regulatory Agreement") for the Development; and

WHEREAS, Owner has heretofore executed and delivered to Mortgagee the Housing Assistance Payments Contract (hereinafter referred to as the "Contract") for the Development; and

WHEREAS, contemporaneously with the execution and delivery hereof, Owner has executed and delivered to Mortgagee the Conditional Assignment of HAP Contract (hereinafter referred to as the "Pledge Agreement") pursuant to which Owner has pledged to Mortgagee payments to which Owner is entitled under the Contract for the Development; and

WHEREAS, contemporaneously with the execution and delivery hereof, Owner has executed and delivered to Mortgagee the Disbursement Agreement (hereinafter referred to as the "Disbursement Agreement") for the Development;

WHEREAS, contemporaneously with the execution and delivery hereof, Owner has executed and delivered to Mortgagee the Collateral Assignment Under Land Trust (hereinafter referred to as the "Collateral ABI") with respect to the Trust Agreement;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

NOW THEREFORE, THIS INDENTURE OF MORTGAGE WITNESSETH, that to secure the payment of (i) an indebtedness evidenced by the Mortgage Note in the principal sum set forth in Exhibit "B", which represents the proceeds of Bonds issued or to be issued by Mortgagee for the purpose of obtaining funds with which to make the Mortgage Loan, (ii) Bonds issued for the purposes described in Section 202(3)(b) of the General Resolution issued in connection with the Development and the financing thereof, and (iii) the interest, additional interest, payments in respect of the principal of the Bonds, the Service Fee and other costs and expenses of Mortgagee attributable to Mortgagor, as determined by Mortgagee, pursuant to the Mortgage Note and the Bond Resolution (all of which payments are set forth in greater particularity and detail in the Mortgage Note and as to which said Mortgage Note shall control and prevail), such payments to be made at the rates, times, manner and place specified and set forth in the Mortgage Note (said payments hereinafter collectively referred to as the "Mortgage Debt"); and to secure the performance and observance of all of the provisions of this Mortgage, the Mortgage Note, the Regulatory Agreement, the Contract, the Pledge Agreement, the Disbursement Agreement, the Collateral ABI, and of any other document evidencing or securing the indebtedness evidenced by the Mortgage Note, Mortgagor mortgages and warrants to Mortgagee and Mortgagor grants to Mortgagee a security interest in and to each of the following:

**The Real Estate;**

Together with all right, title, equity and interest of Mortgagor, if any, of, in, and to beds of the streets, roads, avenues, lanes, alleys, passages and ways, and any easements, rights, liberties, hereditaments and appurtenances whatsoever belonging to, on, over, below, or adjoining the Real Estate;

Together also with any and all award and awards heretofore made and hereafter to be made by any municipal, federal or state entity, or any other entity having the power of eminent domain, to the present and all subsequent owners of the Real Estate, including any award or awards for any change or changes of grade of streets affecting said premises, which said award and awards are hereby assigned to Mortgagee as additional security for the Mortgage Debt and the other obligations secured hereby, and to the legal successors and assigns of Mortgagee;

Together with (a) any and all structures, buildings and improvements and replacements thereof and additions thereto, now or at any time hereafter constructed, erected, installed or placed in or upon the Real Estate; (b) any and all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels, and articles of personal property, including, but not limited to, steam and hot water boilers, pipes, radiators, bath tubs, water closets, refrigerators, freezers, stoves, ovens, sinks, dishwashers, cabinets, carpeting, air conditioners, gas and electrical fixtures, ranges and all other fixtures and personal property of whatever kind and nature now or at any time hereafter affixed to, attached to, placed upon, or used, or stored on or off the site, or in any way connected with the complete and comfortable use, enjoyment, occupancy or operation of the Development (except only personal property owned by tenants who occupy the Real Estate) and all renewals and replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Mortgagor in and to all property of any nature whatsoever, now or hereafter situated on the Real Estate or intended to be used in connection with the operation of the Development; (c) all rents, income, profits, revenues, receipts, royalties, bonuses, rights, accounts, contract rights, general intangibles, books and records relating to the Development and benefits and guarantees under any and all leases, tenancies, licenses or other

99126138

use agreements or arrangements now existing or hereafter created of the Development or any part thereof with the right to receive and apply the same to the Mortgage Debt, and Mortgagee may demand, sue for and recover such payments but shall not be required to do so; (d) all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Development of any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Development or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets; (e) all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims; (f) any monies on deposit for the payment of real estate taxes or special assessments against the Development or for the payment of premiums on policies of fire and other hazard insurance covering the collateral described hereunder or the Development, and all proceeds paid for damage done to the collateral described hereunder or the Development; (g) all the right, title and interest of the Mortgagor in any Reserve Fund for Replacements, Residual Receipts, Development Funds, Residual Receipt Funds or Accounts and Working Capital Accounts (as all such terms are defined in the Regulatory Agreement); and (h) all substitutions, replacements, additions and proceeds, including insurance and condemnation award proceeds, of any of the foregoing property, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged, Mortgagor hereby declares and agrees shall be and remain and constitute a portion of the security for the Mortgage Debt and a part of the Real Estate covered by and subject to the lien of this Mortgage. If the lien of this Mortgage be subject at any time to a security instrument or security interest under the Illinois Uniform Commercial Code, 810 ILCS 5/1-101, *et seq.* (hereinafter referred to as "UCC") covering any personal property other than the one granted hereby in favor of Mortgagee, all the right, title, equity and interest of Mortgagor in and to any and all such personal property, together with the benefits of any deposits or payments made thereon by Mortgagor or its successors or assigns, shall nevertheless be and are hereby assigned to Mortgagee, its successors or assigns, and are covered by and subject to the lien of this Mortgage; and Mortgagor shall promptly on request of Mortgagee procure the discharge of any such security instruments or security interests under the UCC so that this Mortgage shall at all times constitute a first and superior lien on all of such personal property. As to the above-described personal property which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC with each of Trustee and Owner as debtors, and Mortgagee as secured party thereunder.

This Mortgage, duly executed by the appropriate officers of Mortgagor, includes the following covenants, terms and provisions:

1. All of the foregoing recitals are made a part hereof.
2. Mortgagor shall pay the Mortgage Debt secured hereby, as hereinbefore provided, and according to the Mortgage Note, to-wit:

(a) On June 1, 1994, Mortgagor shall pay to Mortgagee interest on the outstanding principal balance of Note 1 at the Note 1 Interest Rate (as defined in Exhibit "B") for the number of days remaining in May, 1994 from and after the date of issuance of Mortgagee's Multi-Family Program Bonds, Series 5.



(b) On July 1, 1994 and on the first day of each calendar month thereafter until (but not including) the Note 1 Amortization Commencement Date (as defined in Exhibit "B"), Mortgagor shall pay to Mortgagee interest on the outstanding principal balance of Note 1 at the Note 1 Interest Rate.

(c) On the Note 1 Amortization Commencement Date and on the first day of each calendar month thereafter until (but not including) the Note 1 Maturity Date (as defined in Exhibit "B"), Mortgagor shall pay to Mortgagee equal installment payments of principal and interest in an amount which will fully amortize the principal balance due under Note 1 by the Note 1 Maturity Date.

(d) On the Note 1 Maturity Date, Mortgagor shall pay to Mortgagee all then remaining principal and accrued interest due under Note 1.

(e) On June 1, 1994, Mortgagor shall pay to Mortgagee interest on the outstanding balance of Note 2 at the Note 2 Interest Rate (as defined in Exhibit "B") for the number of days remaining in May, 1994 from and after the date of issuance of Mortgagee's Multi-Family Program Bonds, Series 6 (Taxable).

(f) On July 1, 1994, and on the first day of each calendar month thereafter until (but not including) the Note 2 Maturity Date (as defined in Exhibit "B"), Mortgagor shall pay to Mortgagee equal installment payments of principal and interest in an amount which will fully amortize the principal balance due under Note 2 by the Note 2 Maturity Date.

(g) On the Note 2 Maturity Date, Mortgagor shall pay to Mortgagee all then remaining principal and accrued interest due under Note 2.

(h) Notwithstanding any other provision contained in the Mortgage Note, the Mortgage Note and this Mortgage secure the obligation of Mortgagor to pay, and Mortgagor agrees to pay the principal and interest due on Bonds, to the extent not collected pursuant to the applicable provisions of foregoing subparagraphs (a) through (g) hereof, at such times and in such amounts as shall be required by Mortgagee to pay Mortgagor's proportionate share of the Bonds as determined by Mortgagee in its sole discretion issued or refunded by Mortgagee for the purposes described in Section 202(3)(b) of the General Resolution, as such principal and interest becomes due and payable, provided that the amounts payable from time to time by Mortgagor under this subparagraph (h) shall not be less than the amounts set forth in the applicable subparagraph (a) through (g) above.

(i) On the first day of the month after the initial issuance of funds to Mortgagor, and on the first day of each month thereafter as scheduled by Mortgagee, Mortgagor will pay to Mortgagee (i) a service fee (the "Service Fee") equal to one-twelfth (1/12) of the Service Fee annual percentage rate of twenty-five hundredths of one percent (0.25%) of the original principal sum of the Mortgage Note; and (ii) such other amounts, as Mortgagee, in its sole discretion, shall determine to be necessary, together with other funds available for such purposes under the provisions of the Bond Resolution, to pay the costs and expenses of Mortgagee attributable to Mortgagor as determined by Mortgagee in its sole discretion; provided, however, Mortgagee shall not charge Mortgagor any amount which would, when added to the aforesaid Service Fee, exceed the maximum percentage rate

UNOFFICIAL COPY

Property of Cook County Clerk's Office



permitted by law or applicable federal regulations. So long as Mortgagee shall elect to receive and shall actually be receiving a contract administration fee under an Annual Contributions Contract between Mortgagee and the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") for Mortgagee's administration of the Contract with respect to the Development, Mortgagee shall not charge Mortgagor any Service Fee. Mortgagor acknowledges that Mortgagee may from time to time cease collecting the contract administration fee for any reason, in which event the Service Fee shall then be charged to Mortgagor.

(j) In the event Mortgagor shall fail to make any monthly payment due hereunder to Mortgagee within fifteen (15) days after the due date thereof, Mortgagee may, at its option and without limitation upon any other right or remedy which Mortgagee may have, impose a late charge upon Mortgagor in an amount not exceeding two percent (2%) of said monthly payment; provided, however, so long as the Development shall be receiving the benefits of housing subsidy payments from HUD, such late charge shall be calculated on the amount of said monthly payment exclusive of any portion thereof actually received by Mortgagee directly or indirectly from HUD.

3. Mortgagor agrees to pay all monies required to be paid hereunder at the principal office of Mortgagee, or at such other place or places as Mortgagee may designate to Mortgagor in writing, from time to time, in any coin or currency of the United States of America which, on the respective dates of payments thereof, shall be legal tender for the payment of public and private debts. Interest shall be calculated on the basis of 12 months of thirty (30) days each. All payments due hereunder shall first be credited to the Service Fee, if applicable, then to costs and fees payable by Mortgagor hereunder, then to accrued interest and then to principal.

4. Mortgagor will not attach to or incorporate into the Development any personal property which is subject to a security interest of anyone other than Mortgagee under the UCC or otherwise.

5. Mortgagor will not make any Mortgage prepayments prior to July 1, 2004. In the event Mortgagor desires to make a Mortgage prepayment permitted hereunder on or after that date, Mortgagor shall give Mortgagee an irrevocable notice not less than forty-five (45) days prior to the date of such Mortgage prepayment. Mortgagor will not make any Mortgage prepayment or Mortgage repayments more than sixty (60) days in advance of the dates scheduled for redemption or repayment of Mortgagee's Multi-Family Program Bonds, Series 5, issued by Mortgagee for the purpose of obtaining funds with which to make the Mortgage Loan. Any Mortgage prepayment permitted hereunder shall be in an amount equal to the aggregate of: (a) the principal amount of the Mortgage Loan remaining unpaid, (b) Mortgagor's proportionate share of the principal amount of the Bonds issued for the purpose of paying financing costs and making deposits in the Debt Service Reserve Fund, Cost of Issuance Account or Capitalized Interest Account and remaining unpaid, pursuant to Section 917 of the General Resolution, (c) the interest (including additions to Accreted Value (as defined in Section 103 of the General Resolution)) to accrue on all Bonds of Mortgagee to be paid or redeemed by Mortgagee in connection with the making of such prepayment to the date of redemption or payment not previously paid by Mortgagor, (d) the redemption premium, if any, on the Bonds so to be redeemed, and (e) the costs and expenses of Mortgagee in effecting the redemption and/or defeasance of the Bonds so to be redeemed or defeased, less the amount of monies available under the provisions of the Bond

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Resolution for application to the redemption or defeasance of the Bonds to be redeemed or defeased, as determined by Mortgagee; provided, however, that in the event the Bonds issued to provide the funds with which Mortgagee made the Mortgage Loan have been refunded and the refunding bonds issued for the purpose of refunding such original Bonds were issued in a principal amount of this Mortgage remaining unpaid at the date of such refunding issue, the amount which Mortgagor shall be obligated to pay under item (a) above shall be the principal amount of such refunding bonds then outstanding.

6. Mortgagor will not sell, lease (except to residential tenants for actual occupancy) or otherwise encumber the Real Estate or the Development, except that: (a) Mortgagor, with approval of Mortgagee confirmed in writing by an authorized officer of Mortgagee, as defined in Section 103 of the General Resolution (hereinafter referred to as "Authorized Officer"), may grant easements, licenses or rights-of-way over, under or upon the site of the Development, so long as such easements, licenses or rights-of-way do not destroy or diminish the value or usefulness of the Real Estate or the Development, as determined by Mortgagee and confirmed in writing by an Authorized Officer, (b) when and to the extent authorized by law, Mortgagor, with approval of Mortgagee confirmed in writing by an Authorized Officer, may lease the Development or a portion thereof to a third party for the purposes of operation, such lease to be subject to all of the terms, provisions and limitations of this Mortgage relating to the Development, (c) Mortgagor, with approval of Mortgagee confirmed in writing by an Authorized Officer, may sell or exchange any portion of the Real Estate not required for the Development, provided that the proceeds derived by Mortgagor from the sale of any such Real Estate shall be paid over to Mortgagee for such use and application as Mortgagee, in its sole discretion, shall determine under the provisions of the Bond Resolution, (d) Mortgagor may be permitted to sell the Development to another mortgagor approved in writing by Mortgagee, with approval of Mortgagee confirmed in writing by an Authorized Officer, which successor mortgagor shall assume this Mortgage; and (e) Mortgagor may encumber the Development in favor of Mortgagee as a mortgagee under a lien junior to the lien of this Mortgage if in the judgment of Mortgagee, confirmed in writing by an Authorized Officer, such lien provides funds which are likely to preserve, maintain, or enhance the Development. Upon conveyance of the Development to, and assumption of this Mortgage by, a successor mortgagor, in accordance with the above provision relating thereto, Mortgagee may, in its sole discretion, release Mortgagor from its obligations under this Mortgage.

7. Mortgagor, beginning on the first day of the month following the Closing Date, as hereinafter defined, or such other date as Mortgagee designates in writing, and on the first day of each month thereafter, shall make monthly deposits of the estimated annual charges, as determined by Mortgagee, in its sole discretion, for real estate taxes, assessments, water rates, sewer, gas or electric charges, insurance premiums, and such reserves as are required by Mortgagee, in an account designated by and under the control, direction and supervision of Mortgagee. Mortgagor hereby grants to Mortgagee a security interest in such deposits to secure payment of the Mortgage Debt and the performance of the obligations secured hereby.

8. Mortgagor will cause the buildings, fixtures and articles of personal property on the Real Estate to be fully insured against loss by fire and against loss by other hazards as may be required by Mortgagee for the benefit of Mortgagee. Such insurance shall be written by companies, in amounts and in form satisfactory to Mortgagee, including a standard mortgagee loss payable clause or endorsement, and Mortgagor shall assign and deliver the policies to

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Mortgagee, and shall reimburse Mortgagee for any premiums paid for insurance procured by Mortgagee or deemed necessary by Mortgagee.

(a) If the Development is damaged or destroyed by any cause covered by the aforesaid insurance policies, and if the Development, when repaired or restored, will produce sufficient income to meet the then existing obligations of Mortgagor under this Mortgage and the Mortgage Note and provided no Event of Default hereunder has occurred and is continuing, and no event has occurred and is continuing which would constitute an Event of Default but for a requirement of the giving of notice and/or the expiration of a period of time to cure, said insurance proceeds shall be deposited by Mortgagor with Mortgagee in an account designated by and under control, direction and supervision of Mortgagee and shall be applied first toward the cost of repairing or restoring the Development, and the balance, if any, of the insurance proceeds shall be applied for the benefit of the Development in a manner approved by Mortgagee.

(b) If the Development is damaged or destroyed by any cause covered by the aforesaid insurance policies, and if (i) the Development, when repaired or restored, will not produce sufficient income to meet the then existing obligations of Mortgagor under this Mortgage and the Mortgage Note or (ii) an Event of Default hereunder has occurred and is continuing or an event has occurred and is continuing which would constitute an Event of Default but for a requirement of the giving of notice and/or the expiration of a period of time to cure, said insurance proceeds shall be deposited by Mortgagor with Mortgagee in an account designated by and under the control, direction and supervision of Mortgagee and shall be applied, in the sole discretion of Mortgagee, either toward the cost of repairing or restoring the Development, or toward satisfaction of the Mortgage Note. The balance, if any, of the insurance proceeds shall be applied for the benefit of the Development in a manner approved by Mortgagee.

9. Trustee represents and Owner represents and warrants to Mortgagee that all approvals required by applicable laws and governmental regulations for the acquisition, construction, ownership and operation of the Development have been obtained and that the Development and its present use complies with all applicable laws and governmental regulations. Mortgagor shall maintain the Development in a decent, safe, sanitary, rentable and tenantable state of repair, and shall keep the Development free from mechanics' liens or other liens or claims for liens other than liens in favor of Mortgagee, and no building on the Real Estate shall be removed, demolished or substantially altered, nor (except where appropriate replacements free of liens, claims and superior title immediately are made of value at least equal to the value of the fixtures or equipment or articles of personal property removed) shall any fixtures or equipment or articles of personal property covered by this Mortgage be removed without approval of Mortgagee confirmed in writing by an Authorized Officer, nor shall Mortgagor commit any waste on the Real Estate or make any change in the use of the Real Estate which will in any way increase any fire or other hazard arising out of construction or operation.

10. Mortgagor shall pay when due all real estate taxes, assessments, water rates, sewer, gas or electric charges, insurance premiums and any imposition or lien on the Real Estate, and in default thereof Mortgagee may pay the same. The sum or sums so paid by Mortgagee shall be added to the Mortgage Debt and shall bear interest at the rate (hereinafter referred to as the "Default Rate") equal to the lesser of (i) four percent (4.0%) per annum in excess of the

UNOFFICIAL COPY

Property of Cook County Clerk's Office



prime rate as published from time to time in the Wall Street Journal or in the event the Wall Street Journal shall no longer be published or shall no longer publish the prime rate, the prime rate as announced from time to time by the largest bank in the United States of America, or (ii) the highest legal rate then in effect. Mortgagee shall have the right to declare immediately due and payable any amount paid by it for any such real estate tax, assessment, water rate, sewer, gas or electric charge, insurance premium or imposition or lien, whether or not the same shall have priority over this Mortgage, and to foreclose for such amount or for any unpaid installment of principal or interest, subject to the continuing lien of this Mortgage for the balance of this Mortgage Debt not then due, but Mortgagor shall continue to be liable for the payment of the entire Mortgage Debt, or so much thereof as shall have been advanced, until it has been paid in full.

11. Mortgagor, within three (3) days from the date of verbal request in person of an Authorized Officer or a duly authorized representative, confirmed in writing, or within five (5) days from the postmark of a written request by an Authorized Officer deposited in the United States Mail, postage prepaid and addressed to Mortgagee, shall furnish a written statement duly acknowledged of the amount advanced to it under this Mortgage, and/or the amount due on this Mortgage, and whether any offsets or defenses exist against the Mortgage Debt and certifying as to such other matters as Mortgagee may reasonably require.

12. If any action or proceeding be commenced, except an action to foreclose this Mortgage or to collect the Mortgage Debt, to which action or proceeding Mortgagee is made a party, or in which it becomes necessary to defend or uphold a lien of this Mortgage, all reasonable sums paid by Mortgagee in litigation expense to establish or defend the rights and lien of this Mortgage, including reasonable attorneys' fees and costs and allowances, shall be paid by Mortgagor, together with interest at the Default Rate, and any such sum or sums and the interest thereon shall be a further lien on the Development and secured by this Mortgage. Notwithstanding this paragraph 12, in any action or proceeding to foreclose this Mortgage, or to recover or collect the Mortgage Debt, the provisions of law and of paragraph 13 hereof respecting the recovery of costs, disbursements and allowances shall prevail over this paragraph 12.

13. If this Mortgage or the Mortgage Note which it secures shall be in default and are placed in the hands of an attorney for the collection of any such payment thereunder or for the enforcement of any of the terms, covenants and conditions thereof, Mortgagor agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by Mortgagee, either with or without the institution of an action or proceeding, and in addition thereto all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage and collectable in any manner permitted by law or by this Mortgage.

14. (a) As additional security for the payment of the Mortgage Debt and for the faithful performance of the terms and conditions contained in this Mortgage and the Mortgage Note, Mortgagor does hereby bargain, sell, transfer, assign, convey, set over and deliver to Mortgagee all of its right, title and interest as landlord in and to all leases affecting the Development, now existing or which may be executed by any landlord at any time in the future, and all guaranties, amendments, extensions and renewals of said leases (all of which are hereinafter singularly called the "Lease" and collectively called the "Leases") and all rents, income, revenues, receipts, security deposits and profits which may now or hereafter be or become due and owing under (x) the Leases, or (y) on account of the use of the Development or any business conducted thereon. Mortgagor will not, without first obtaining approval of Mortgagee confirmed

UNOFFICIAL COPY

Property of Cook County Clerk's Office

in writing by an Authorized Officer, assign or attempt to assign the rents or Leases of the Development or any part thereof, nor consent to the cancellation or surrender of any Lease of the Real Estate or of any part thereof, now existing or hereafter to be made, having an unexpired term of two (2) years or more; nor modify any such Lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder; nor in any other manner impair or threaten to impair the value of the Real Estate or the Development or the security of Mortgagee for the payment of the Mortgage Debt. Mortgagor at its sole cost and expense, will (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases of the Development, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of such Leases on the part of the tenant to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such Leases or the obligations, duties or liabilities of landlord or of the tenants thereunder; (iv) transfer and assign to Mortgagee upon written request of an Authorized Officer of Mortgagee, any and all Leases of the Development heretofore or hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate such transfer and assignment; (v) furnish Mortgagee, within three (3) days from the date of verbal request in person of an Authorized Officer or a duly authorized representative, confirmed in writing, or within five (5) days from the postmark of a written request by an Authorized Officer deposited in the United States Mail, postage prepaid, and addressed to Mortgagor, a written statement containing the names of all tenants, the terms of all Leases, including the spaces occupied and the rentals payable thereunder; and (vi) exercise, within three (3) days from the date of verbal request in person of an Authorized Officer or a duly authorized representative, confirmed in writing, or within five (5) days from the postmark of a written request by an Authorized Officer deposited in the United States Mail, postage prepaid, and addressed to Mortgagor, any right to request from the tenant under any Lease of the Development a certificate with respect to the status thereof.

(b) Nothing in this Mortgage, the Mortgage Note, or in any other documents relating to the Mortgage Loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of landlord under any of the Leases hereby assigned to Mortgagee or to pay any sum of money or damages thereon provided to be paid by the landlord, each and all of which covenants and payments Mortgagor agrees to perform and pay in a timely manner.

(c) In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the tenant under each Lease shall attorn to any person succeeding to the interest of Mortgagor as a result of such enforcement and shall recognize such successor in interest as landlord under such Lease without change in the terms or other provisions thereof; provided, however, that such successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance.

(d) Mortgagor shall give prompt notice to Mortgagee of any notice received by Mortgagor claiming that a default has occurred under any of the Leases on the part of Mortgagor, together with a complete copy of such notice. Mortgagee shall be entitled to cure any default of landlord in any Lease, and the cost to effect the cure of any default (including reasonable attorneys' fees), together with interest thereon at the Default Rate, shall be so much additional indebtedness secured hereby and shall be immediately due and payable without notice. Mortgagee shall have the option to declare this Mortgage in default because of a default of

6  
19  
4  
2  
1  
8

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IHDA Loan No. ML-149

landlord in any Lease, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under the assignment of rents and leases herein contained or in any separate assignment of rents and leases executed by Mortgagor in favor of Mortgagee shall constitute an Event of Default hereunder on account of which the whole of the indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor.

(e) This assignment of rents and leases is absolute and is effective immediately. Notwithstanding the foregoing, until an Event of Default has occurred hereunder, or a default has occurred under the Mortgage Note or under any other instrument constituting additional security for the Mortgage Note, Mortgagor may receive and collect the rents, income and profits accruing from the Development as trustee for the benefit of Mortgagee, in accordance with the terms and conditions of the Regulatory Agreement, the Authority's rules and regulations and the Act.

(f) Upon an Event of Default at any time hereunder, or upon the occurrence of a default under the Mortgage Note or under any other instrument constituting additional security for the Mortgage Note, Mortgagee may, at its option, receive and collect all rents, income and profits accruing from the Development as they become due. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

(g) Mortgagor hereby irrevocably appoints Mortgagee its true and lawful attorney, with full power of substitution and with full power for Mortgagor in its own name and capacity or in the names and capacities of Mortgagor or Mortgagee, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Development, and at Mortgagee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of such rents, income and profits. Tenants of the Development are hereby expressly authorized and directed by Mortgagor to pay any and all amounts due Mortgagor pursuant to the Leases to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such tenants, who are expressly relieved of any and all duty, liability or obligation to Mortgagor and/or its beneficiaries in respect of all payments so made.

(h) From and after an Event of Default hereunder, or a default under the Mortgage Note or under any other instrument constituting additional security for the Mortgage Note, Mortgagee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this assignment of rents and leases and to collect the rents, income and profits assigned hereunder, including the right of Mortgagee or its designee to enter upon the Development, or any part thereof, with or without force and with or without process of law, with power to eject or dispossess tenants and to rent or lease any portion of the Development on any terms approved by Mortgagee and take possession of all or any part of the Development together with all personal property, fixtures, documents, books, records, papers and accounts of Mortgagor relating thereto, and to exclude the Mortgagor, its agents, and servants, wholly therefrom. Mortgagor hereby grants full power and authority to Mortgagee to exercise all rights, privileges and powers herein granted at any and all times from and after such Event of Default, with full power to use and apply all of the rents and other income herein assigned to the payment

UNOFFICIAL COPY

Property of Cook County Clerk's Office



of the costs of managing and operating the Development and of any indebtedness or liability of Mortgagor to Mortgagee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the Development or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this assignment of rents and leases, and of principal and interest payments due from Mortgagor to Mortgagee on the Mortgage Note and this Mortgage, all in such order as Mortgagee may determine; Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the landlord under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases. Mortgagor hereby agrees to indemnify Mortgagee and to hold it harmless from any liability, loss or damage, including, without limitation, reasonable attorneys' fees, which may be incurred by it under the Leases or by reason of this assignment of rents and leases, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this assignment of rents and leases shall not operate to place responsibility for the control, care, management or repair of the Development, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Development by any tenant under any of the Leases or by any other person, or for any dangerous or defective condition of the Development or for any negligence in the management, upkeep, repair or control of the Development resulting in loss or injury or death to any lessee, licensee, employee or stranger.

(i) Waiver of or acquiescence of Mortgagee in any default by Mortgagor, or failure of Mortgagee to insist upon strict performance by Mortgagor of any covenants, conditions or agreements in this assignment of rents and leases, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

(j) The rights and remedies of Mortgagee under this assignment of rents and leases are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Mortgagee shall have under the Mortgage Note, this Mortgage or any other instrument constituting security for the Mortgage Note, the Regulatory Agreement or at law or in equity.

(k) Mortgagee may, at its option, although it shall not be obligated to do so, discharge or perform any covenant, condition or agreement contained in any Leases of the Development, on the part of the landlord thereunder to be kept and performed, for and on behalf of Mortgagor and any monies expended in so doing shall be chargeable with interest thereon at the Default Rate to Mortgagor and added to the indebtedness secured hereby.

15. From time to time whenever demand may be made therefor by Mortgagee, Mortgagor, within six (6) days from such demand, shall execute and deliver to Mortgagee in form and content satisfactory to it a security agreement under the UCC covering the equipment, chattels, and personal property then or thereafter to be installed in, or used in connection with the operation of the Development or any part thereof; and any delay, failure or refusal so to do shall constitute a default under this Mortgage; and all the equipment, chattels, and personal property aforesaid shall be and remain clear and unencumbered except by this Mortgage, any other lien in favor of Mortgagee, and such security agreement under the UCC delivered to Mortgagee hereto

UNOFFICIAL COPY

Property of Cook County Clerk's Office

001100000000

shall be cumulative with the lien of this Mortgage and given as additional security and shall not remove the equipment, chattels, or personal property from the lien of this Mortgage.

16. The whole of the Mortgage Debt shall immediately become due and payable at the option of Mortgagee, its successors and assigns, upon the happening of any one or more of the following events (each of which is hereinafter called an "Event of Default"):

(a) A default in the payment of any installment of principal, interest, additional interest, Service Fee or other amount for costs and expenses under the Mortgage Note on its due date, or a default in the payment of any real estate tax, assessment, water rate, sewer, gas or electric charge, insurance premium, any reserve required by Mortgagee, or any charge or imposition which may become a lien upon the Real Estate for ten (10) days after its due date;

(b) If after application for policies for the Development by Mortgagor to two (2) or more financially responsible casualty insurance companies lawfully doing business in the State of Illinois and issuing policies of fire or other hazard insurance in the place where the Real Estate is located, such companies refuse to issue such policies;

(c) Failure to exhibit to Mortgagee, within ten (10) days after demand made therefor, receipted bills showing the payment of all real estate taxes, assessments, water rates, sewer, gas or electric charge, insurance premiums, or any charge or imposition which may have become a lien upon the Real Estate prior to the lien of this Mortgage;

(d) Without limiting the provisions of subparagraph (a) of this Section 16, failure to pay, within twenty (20) days after notice and demand, any real estate tax, assessment, water rate, sewer, gas or electric charge, or any charge or imposition heretofore or hereafter made, which is or may become a lien on the Real Estate prior to the lien of this Mortgage, notwithstanding the fact that the same may not be due and payable at the time of such notice and demand;

(e) Failure to pay the amounts secured by this Mortgage within thirty (30) days after notice and demand given by the holder hereof in the event of the passage after the date hereof of any law of the State of Illinois deducting from the value of the Real Estate for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages, or of debts secured by mortgages, for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgage Note secured by this Mortgage or the holder thereof, the Regulatory Agreement, the Contract, the Pledge Agreement, the Disbursement Agreement or the Collateral ABI;

(f) Failure on the part of Mortgagor or any owner of the Real Estate to maintain the Development in a decent, safe, sanitary, rentable and tenantable state of repair, free from mechanics' liens or other liens or claims for liens other than liens in favor of Mortgagee, after notice of the condition of the Development is given to Mortgagor or any other owner by Mortgagee or by any municipal entity claiming jurisdiction and Mortgagor or any other owner fails to comply in a reasonably prompt and diligent manner with any order of any municipal entity claiming jurisdiction of the Real Estate after the making of any such order; or failure on the part of Mortgagor or any other owner of the Real Estate,

94126199

UNOFFICIAL COPY

Property of Cook County Clerk's Office

or of any tenant holding under Mortgagor, or any other owner, to comply with all or any of the statutes, requirements, orders or decrees of any federal, state or municipal entity relating to the use of the Development or any part thereof;

(g) Failure to furnish Mortgagee, within sixty (60) days following the end of each fiscal year, a complete annual financial report based upon an examination of the books and records of Mortgagor, prepared in accordance with the requirements of Mortgagee, certified to by Mortgagor, and when required by Mortgagee, certified, at Mortgagor's expense, by an Illinois licensed certified public accountant or other person acceptable to Mortgagee;

(h) Transfer of any funds from any operating, working capital or reserve account established for the Development for any purpose, which transfer or purpose has not been approved by Mortgagee in accordance with the terms and conditions of the Regulatory Agreement;

(i) Failure to permit Mortgagee, its agents or representatives, at any and all reasonable times to make inspection of the Development, or to examine and make copies of the books and records of Owner;

(j) If petition in bankruptcy be filed by or against Trustee, Owner or any other owner of the Real Estate, or a receiver or trustee of the property of Trustee, Owner or any other owner of the Real Estate be appointed, or if Trustee, Owner or any other owner of the Real Estate makes an assignment for the benefit of creditors or be adjudged insolvent by any State or Federal court, except that in the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a receiver or trustees of the property of Trustee, Owner or any other owner of the Real Estate, not initiated by Trustee, Owner or any other owner of the Real Estate, Trustee, Owner or any other owner of the Real Estate shall have sixty (60) days after the service of such petition or the commencement of such action or proceeding, as the case may be, within which to obtain a dismissal of such petition, action or proceeding, provided that Mortgagor is not otherwise in default under the terms of this Mortgage, including, but not limited to, the payment of interest, principal and any other payments;

(k) A default of the performance or a breach of any of the other covenants or conditions contained in any of the provisions of this Mortgage for twenty (20) days, provided, however, in the event that such default or breach of such other covenants or conditions is not due to or caused by any act or failure to act of Trustee, Owner or any other owner of the Real Estate, and if Trustee, Owner or any other owner of the Real Estate has no knowledge, actual or constructive, of such default hereunder, then only when any such default or breach continues for twenty (20) days after notice thereof by Mortgagee to Trustee, Owner or any other owner of the Real Estate;

(l) Failure to comply with the Act and any rules and regulations duly promulgated from time to time by Mortgagee;

(m) Failure to comply with any of the terms and conditions contained in the Regulatory Agreement, the Contract, the Pledge Agreement, the Disbursement Agreement,

the Collateral ABI, or any other document, instrument or agreement given as security for the Mortgage Note.

17. The holder of this Mortgage, in any action to foreclose it, shall be entitled, without notice and without regard to the adequacy of the security, to the appointment of a receiver. Such receiver shall have all of the rights and powers provided for by the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et seq.) (hereinafter referred to as the "Mortgage Foreclosure Act").

18. In case of sale under foreclosure, the Real Estate may be sold in one (1) or more parcels.

19. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be, unless expressly otherwise provided herein, in writing and served by any of the following means: (a) personal service; (b) overnight courier service; or (c) registered or certified mail, postage prepaid, return receipt requested, in each case at the address set forth following the identification of the parties on the first page hereof. Such addresses may be changed by notice to the other parties given in the same manner as herein provided. Any notice, demand, request or other communication sent by personal delivery shall be deemed to be served and effective upon such personal service. Any notice, demand, request or other communication sent by overnight courier service shall be deemed to be served and effective on the first (1st) business day following delivery to the overnight courier. Any notice, demand, request or other communication sent by registered or certified mail, return receipt requested, shall be deemed to be served and effective three (3) days following proper deposit with the United States Postal Service.

20. The failure or delay of Mortgagee or any subsequent holder of the Mortgage Note and this Mortgage to assert in any one or more instances any of its rights hereunder shall not be deemed or construed a waiver of any such rights.

21. All covenants and conditions of this Mortgage shall be construed as affording to Mortgagee rights additional to, and not exclusive of, the rights conferred under the provisions of the Illinois law, including, but not limited to, the Mortgage Foreclosure Act.

22. If part of the Development is taken by or sold to any municipal, federal or state entity or any other entity having the power of eminent domain (under eminent domain proceedings or under bona fide threat of eminent domain proceedings), and in the event the remaining portion of the Development can be restored, in whole or in part, and the Development as so restored will produce sufficient income to meet the then existing obligations (after the reduction hereinafter described) of Mortgagor under this Mortgage and the Mortgage Note, all as determined by Mortgagee, and no Event of Default then exists hereunder, and no event has occurred and is continuing which would constitute an Event of Default but for a requirement of the giving of notice and/or the expiration of a period of time to cure, the proceeds of such taking or sale, if sufficient for the purpose and to the extent necessary for the purpose, shall first be applied toward payment of appraisers' fees, reasonable attorneys' fees, court costs and other reasonable expenses incurred by Mortgagee in collecting such proceeds, and then shall be made available to Mortgagor for such restoration. Any balance remaining after such restoration shall be applied for the benefit of the Development in a manner approved by Mortgagee. If part of the Development is taken by or sold to any municipal, federal or state entity or any other entity having the power of eminent domain,

94476138



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

JHDA Loan No. ML-149

and if the Development, when restored, will not produce sufficient income to meet the then existing obligations (after the reduction hereinafter described) of Mortgagor under this Mortgage and the Mortgage Note, all as determined by Mortgagee, or if an Event of Default hereunder has occurred and is continuing, or if an event has occurred and is continuing which would constitute an Event of Default but for a requirement of the giving of notice and/or the expiration of a period of time to cure, the proceeds of such taking shall be deposited by Mortgagor with Mortgagee in an account designated by and under the control, direction and supervision of Mortgagee and shall be applied, in the sole discretion of Mortgagee, either toward the cost of restoring the Development, or toward satisfaction of the Mortgage Note, and the balance, if any, of the proceeds of such taking or sale shall be applied for the benefit of the Development in a manner approved by Mortgagee. Such restoration shall be made in a manner approved by Mortgagee and such governmental entity as may then have jurisdiction. If as a result of such sale or taking, the rental income thereafter receivable from the remaining portion of the Development will be diminished, the periodic Mortgage payment of principal and interest shall be reduced to that amount which will amortize the then remaining unpaid balance of the Mortgage Debt (said unpaid balance reflecting the reduction, if any, resulting from the application of all or part of said proceeds toward prepayment of said Mortgage Debt) over the then remaining portion of the original term of the Mortgage Note in substantially equal payments; provided, however, that in the event such sale or taking occurs during the period that interest only is payable on Note 1, that portion of the Mortgage Debt evidenced by Note 1 shall not commence amortizing solely by reason of the application of the proceeds toward prepayment of the Mortgage Debt. In such event, principal and interest on Note 1 shall be equitably adjusted. If the entire Development is taken by or sold to any municipal, federal or state entity or any other entity having the power of eminent domain (under eminent domain proceedings or under bona fide threat or eminent domain proceedings), the proceeds of such taking or sale shall first be applied toward payment of appraisers' fees, reasonable attorneys' fees, court costs and other reasonable expenses incurred by Mortgagee in collecting such proceeds; next toward satisfaction of the Mortgage Debt; and the remainder, if any, to Mortgagor. Mortgagor shall not approve or accept the amount of any such award or sale price without approval by Mortgagee of such amount confirmed in writing by an Authorized Officer. If Mortgagor does not diligently pursue any such actual or threatened eminent domain proceedings and competently attempt to obtain a proper settlement or award, Mortgagee, at Mortgagee's option, may take such steps, in the name of and in behalf of Mortgagor, as Mortgagee deems necessary to obtain such settlement or award, and Mortgagor shall execute such instruments as may be necessary to enable Mortgagee to represent Mortgagor in said proceedings.

23. The term "Closing Date" as used herein with respect to the Development shall mean May 27, 1994.

24. This Mortgage, to the extent inconsistent with the Act, shall be governed by the Act, and the rights and obligations of the parties shall at all times be in conformance with the Act.

25. Mortgagee shall be entitled to monies equal in amount to all income and increment from the investment of the proceeds of Bonds, and to use such monies in Mortgagee's discretion for any of Mortgagee's lawful purposes.

26. Mortgagor shall not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby

86426489

waives the benefit of all such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Development marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Development sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from any order, judgment or decree of foreclosure of this Mortgage on behalf of Mortgagor, the trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Development subsequent to the date of this Mortgage. Mortgagor does hereby further expressly waive, to the extent now or hereafter permitted by law, all rights of reinstatement of this Mortgage pursuant to Section 15-1802 of the Mortgage Foreclosure Act.

27. Mortgagor shall pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgement of this Mortgage, and all federal, state, county, and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery and recording of the Mortgage Note and this Mortgage.

28. Mortgagor covenants and agrees that any property management agreement for the Development shall be on a form prescribed from time to time by Mortgagee and that such management agreement shall not be modified, amended, extended or terminated without the prior written consent of an Authorized Officer of Mortgagee. In addition, to the extent permitted by law, Mortgagor shall cause the property manager, at Mortgagee's option, to enter into a waiver or subordination agreement with Mortgagee, in recordable form, whereby the property manager waives and releases any and all mechanics' lien rights that it or anyone claiming by, through or under it may have pursuant to Illinois law or subordinates its present and future lien rights and those of any party claiming by, through or under it to the lien of this Mortgage. Mortgagor's failure to comply with the provisions of this paragraph 28 (including without limitation, Mortgagor's failure to cause the property manager to enter into a waiver or subordination agreement described herein) shall constitute an Event of Default under this Mortgage.

29. Upon an Event of Default under this Mortgage, Mortgagee, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies with respect to the Real Estate, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event the Mortgagee shall elect to proceed with respect to the personal property collateral securing the indebtedness separately from the Real Estate, ten (10) days notice of the sale of the personal property collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses incurred by Mortgagee. Mortgagor agrees that, without the written consent of the Mortgagee, Mortgagor will not remove or permit to be removed from the Development any of the personal property or fixtures securing the Mortgage Debt except that so long as Mortgagor is not in default hereunder, Mortgagor shall be permitted to sell or otherwise dispose of such property when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Development, upon replacing or substituting the same, such other property at least equal in value to the initial value to that disposed of and in such a manner so that such other property shall be subject to the security interest created hereby and so that the security interest of Mortgagee shall always be perfected and first in priority, it being expressly understood and agreed that all replacements, substitutions and additions to the property

UNOFFICIAL COPY

Property of Cook County Clerk's Office

securing the Mortgage Debt shall be and become immediately subject to the security interest of this Mortgage and covered hereby. Mortgagor shall, from time to time, on request of Mortgagee, deliver to Mortgagee in reasonable detail an inventory of the personal property securing the indebtedness. Mortgagor covenants and represents that all personal property securing the indebtedness now is, and that all replacements thereof, substitutions therefor or additions thereto, unless Mortgagee otherwise consents, will be, free and clear of liens, encumbrances or security interest of others.

30. To the extent any part of the Mortgage Debt or any other indebtedness secured hereby is applied in payment of any existing lien against the Development, or any part thereof, or to the extent that following the date hereof Mortgagee pays any sum due pursuant to any provision of law or any instrument or document establishing any lien prior or superior to the lien of this Mortgage, Mortgagee shall have and be entitled to a lien on the Development equal in parity to that discharged and Mortgagee shall be subrogated to, receive and enjoy all rights and liens possessed, held or enjoyed by the holder of such lien, which shall remain in existence and benefit Mortgagee to secure the payment of the Mortgage Debt. Mortgagee shall be subrogated, notwithstanding its release of record, to mortgages, trust deeds, superior titles, vendors' liens, and other liens, charges, encumbrances, rights and equities on the Development to the extent that any obligation thereunder is paid or discharged from the Mortgage Debt or other payments by Mortgagee.

31. Mortgagor shall not by act or omission permit any building or other improvement not subject to the lien of this Mortgage to rely on the Development or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby irrevocably and unconditionally assigns to Mortgagee any and all rights to give consent for all or any portion of the Development or any interest therein to be so used. Similarly, no portion of the Development shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Development as zoned. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this paragraph 31 shall be void.

32. Mortgagor shall not submit the Development or any part thereof to the Condominium Property Act of the State of Illinois or to any similar act or statute or otherwise permit cooperative ownership of the Development or any part thereof, or further subdivision of the Development, without first obtaining approval of Mortgagee confirmed in writing by an Authorized Officer.

33. Nothing herein contained shall be construed to or shall constitute Mortgagee and Mortgagor as partners, joint venturers, or tenants in common, or require Mortgagee to participate in any costs, liabilities, expenses or losses of Mortgagor. The only relationship between Mortgagee and Mortgagor is that of secured lender and borrower.

34. Owner represents and warrants to Mortgagee that unless a properly completed Disclosure Statement has been delivered to Mortgagee, the disclosure requirements of the Illinois Responsible Property Transfer Act, 765 ILCS 90/1, et seq., do not apply to the loan transaction contemplated by this Mortgage.

35. (a) Mortgagor hereby covenants with and warrants and represents to Mortgagee that Mortgagor has not, and to the best of Mortgagor's knowledge after due and diligent inquiry,

# UNOFFICIAL COPY

IHDA Loan No. ML-149

no other person or entity has caused or permitted any Hazardous Materials (as hereinafter defined) to be placed, held, located or deposited at, on, in, under or about the Development or any part thereof or into the atmosphere or any watercourse, body of water or wetlands, except for such Hazardous Materials which have been removed from the Development and disposed of in full compliance with all applicable Environmental Laws (as hereinafter defined) and as may be disclosed in the phase 1 environmental assessment report delivered to Mortgagee in connection with the making of the Mortgage Loan. Mortgagor further covenants with and warrants and represents to Mortgagee that to the best of Mortgagor's knowledge, (i) neither the Development nor any part thereof has ever been used as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Materials, (ii) except as may be disclosed in the phase 1 environmental assessment report delivered to Mortgagee in connection with the making of the Mortgage Loan, no Hazardous Materials are presently located at, on, in under or about the Development or any part thereof, (iii) no notice of violation, lien, complaint, suit, order or other notice with respect to the environmental condition of the Development is outstanding, nor has any such notice been issued which has not been fully satisfied and complied with in a timely fashion so as to bring the Development into full compliance with all Environmental Laws, (iv) no releasing, emitting, discharging, leaching, dumping or disposing of any Hazardous Materials from the Development onto or into other property or from any other property onto or into the Development has occurred or is occurring in violation of any Environmental Law. For the purposes of this paragraph 35, the term "Hazardous Materials" shall mean any and all existing and future asbestos, polychlorinated biphenyls (PCBs), petroleum products and any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such in any Federal, State or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated or amended) including, without limitation, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 *et seq.*), Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*), Safe Drinking Water Act (42 U.S.C. Section 300f *et seq.*), Toxic Substances Control Act (15 U.S.C. Section 2601 *et seq.*), Clean Air Act (42 U.S.C. Section 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*), the Illinois Environmental Protection Act (415 ILCS 5/1, *et seq.*) and other comparable Federal, State or local laws, statutes, ordinances, orders, decrees, directives, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect (collectively, the "Environmental Laws").

(b) Mortgagor covenants and agrees with Mortgagee that it shall comply, and shall cause all tenants or other occupants of the Development, or any part thereof, to comply, in all respects with all Environmental Laws, and will not generate, store, handle, process, dispose of or otherwise use, and will not permit any tenant or other occupant of the Development or any part thereof to generate, store, handle, process, dispose of or otherwise use Hazardous Materials at, in, on, under or about the Development in a manner that could lead or potentially lead to the imposition on Mortgagee or the Development of any liability or lien of any nature whatsoever under any Environmental Law.

(c) Mortgagor shall notify Mortgagee promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Development which is required to be reported to a Governmental Authority (as hereinafter defined) under any Environmental Law, will promptly forward to Mortgagee copies of any notices received by Mortgagor relating to alleged

94179188



UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

IHDA Loan No. ML-149

violations of any Environmental Laws and will promptly pay when due any fine or assessment against Mortgagor, Mortgagee or the Development relating to any Environmental Law. The term "Governmental Authority" shall mean the federal government, any state or other political subdivision thereof, or any agency, court or body of the Federal government, any state or other political subdivision thereof exercising executive, legislative, judicial, regulatory or administrative functions.

(d) If at any time it is determined that the operation or use of the Development violates any Environmental Law or that there are Hazardous Materials found or otherwise existing on, under or about the Development or any part thereof, which, under any Environmental Law, require special handling in collection, storage, treatment or disposal, or any other form of cleanup or corrective action, and whether or not such violation or the existence of such Hazardous Materials previously was disclosed to Mortgagee, Mortgagor shall, within thirty (30) days after receipt of notice thereof from any Governmental Authority or from an Authorized Officer of Mortgagee, take, at its sole cost and expense, all necessary and appropriate actions and shall spend all necessary sums to cause the same to be cleaned up and immediately removed, and Mortgagee shall in no event be liable or responsible for any costs or expenses incurred in so doing. If such compliance cannot reasonably be completed within such thirty (30) day period, Mortgagor shall commence such necessary action within such thirty (30) day period and shall thereafter diligently and expeditiously proceed to fully comply in all respects and in a timely fashion with all Environmental Laws. Mortgagor shall at all times observe and satisfy the requirements of and maintain the Development in strict compliance with all of the Environmental Laws. Notwithstanding the foregoing provisions of this subparagraph (d) to the contrary, Mortgagor shall not be responsible to take any curative measures or spend any sums hereunder with respect to Hazardous Materials which did not exist on, under or about the Development or any part thereof on or before the date on which Mortgagor no longer owns, leases, operates, possesses or controls the Development.

(e) Mortgagor covenants and agrees, at its sole cost and expense, to indemnify and save Mortgagee harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, court costs, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Mortgagee due to events caused or conditions existing prior to or during the time when Mortgagor owns, leases, operates, possesses or controls the Development or any part thereof and arising from or out of (A) any Hazardous Materials on, in, under or affecting all or any portion of the Development or any surrounding areas, or (B) the enforcement of the covenants and provisions of this paragraph 35 or the assertion by Mortgagor of any defense to its obligations hereunder, whether any of such matters arise before or after foreclosure of the Mortgage or other taking of title to all or any portion of the Development by Mortgagee or its designee, including, without limitation, (i) the costs of removal of any and all Hazardous Materials from all or any portion of the Development or any surrounding areas, including without limitation, all post-foreclosure clean-up and removal costs and expenses, (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Development or into the atmosphere, any body of water, any other public domain or any surrounding areas, (iii) costs incurred to comply, in connection with all or any portion of the Development or any surrounding areas, with all Environmental Laws, and (iv) costs arising from or out of any claim, action, suit or proceeding for personal injury

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(including, without limitation, sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits, or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release, escape, seepage, discharge, emission or other adverse effect on the environment.

(f) Should Mortgagor at any time default in or fail to perform or observe any of its obligations or agreements under this paragraph 35, Mortgagee shall have the right, but not the duty, to perform the same, and Mortgagor agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection therewith, including, without limitation, all attorneys' fees, together with interest thereon from the date of expenditure at the Default Rate.

(g) Mortgagee may, at its option, at any time Mortgagee reasonably believes that any Hazardous Materials or other environmental condition violates or threatens to violate any Environmental Law, cause an environmental audit of the Development or portions thereof to be conducted to confirm Mortgagor's compliance with the provisions of this Agreement, and Mortgagor shall cooperate in all reasonable ways with Mortgagee in connection with any such audit and shall pay all costs and expenses incurred in connection therewith.

36. Notwithstanding anything to the contrary herein, the total aggregate indebtedness secured by this Mortgage shall not exceed an amount equal to One Hundred Million and No/100 Dollars (\$100,000,000.00).

37. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Real Estate and all persons claiming by, through or under Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder and holders, from time to time, of the Mortgage Note secured hereby. In the event one or more of the provisions contained in this Mortgage, the Mortgage Note or any of the other Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. This Mortgage and the Mortgage Note it secures are to be construed and governed by the laws of the State of Illinois. Any amendments or modifications hereto shall be in writing and signed by each of the parties hereto.

38. This Mortgage is executed by Trustee 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 said 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 said Mortgage Note contained shall be construed as creating any liability on Trustee personally to pay the said Mortgage Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Mortgage Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Real Estate hereby mortgaged for the payment thereof, by the enforcement of

94171129

UNOFFICIAL COPY

Property of Cook County Clerk's Office

the lien hereby created in the manner herein and in said Mortgage Note provided or by action to enforce the personal liability of the guarantor, if any.

39. It is expressly understood and agreed that nothing herein or in said Mortgage Note contained shall be construed as creating any liability on Owner or any of its successors or assigns, or any partner (general or limited, or a subpartner at any level), principal, tenant in common, officer, director, trustee, beneficiary, shareholder, controlling person, employee, agent or affiliate of any of the foregoing (each, an "Exculpated Person" and collectively, the "Exculpated Persons") personally to pay the Mortgage Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any of the covenants, obligations, representations and warranties or indemnifications contained herein or in said Mortgage Note; provided, however, nothing herein contained shall be construed to release or impair the Mortgage Debt or the lien of this Mortgage upon the Development, or preclude the application of the Development to the payment of the Mortgage Note in accordance with the terms of this Mortgage; and provided further that a negative capital account of any partner of the Owner shall not, for these purposes, constitute an asset or property of the Owner. Notwithstanding the foregoing, except as set forth in the penultimate sentence of this Section 39, Exculpated Persons shall be liable to Mortgagee for any and all loss, cost, expense or damage suffered by Mortgagee (i) as a result of fraud by any Exculpated Person in connection with the representations or warranties contained herein or in the Mortgage Note or in any other document executed in connection with the Mortgage Note including, without limitation, the Regulatory Agreement, the Contract, the Pledge Agreement, the Disbursement Agreement, the Collateral ABI (which documents, together with this Mortgage, the Mortgage Note and such other documents that may now or hereafter evidence or secure the Mortgage Debt are hereinafter sometimes referred to collectively as the "Loan Documents"); (ii) for the fair market value of the personalty or fixtures removed or disposed of by Mortgagor in violation of the terms of this Mortgage or of any other Loan Document (which fair market value shall be determined as of the time immediately before such items were so removed or disposed of); (iii) as a result of the application of any funds or proceeds in violation of the terms of this Mortgage or of any other Loan Document, to the full extent of such misapplied funds and/or proceeds, under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain, by reason of damage, loss or destruction of any portion of the Development or any improvements located thereon; (iv) as a result of any misapplication of any security deposits attributable to Leases, failure to pay interest on such security deposits as required by law or the collection of rents in violation of any of the Loan Documents; (v) to the extent such Exculpated Person receives and retains or converts to its own use funds to which it is not entitled; and (vi) as a result of the intentional waste of any portion of the Development or any improvements located thereon. It is expressly understood that no Exculpated Person shall be liable to Mortgagee for any loss, cost, expense or damage suffered by Mortgagee, and none of the property or assets of any Exculpated Person other than its interest in the Development shall be subject to any enforcement procedure for the satisfaction of the remedies of the Mortgagee hereunder, by reason of the acts or omissions described in the foregoing clause (i), (ii), (iii), (iv), (v) or (vi) of this Section 39, unless such Exculpated Person perpetrates or knowingly cooperates with or acquiesces in such act or omission. The limitation on the liability of any Exculpated Person shall not modify or discharge

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011

# UNOFFICIAL COPY

IHPA Loan No. ML-149

the liability of any person who is not an Exculpated Person or entities perpetrating or knowingly cooperating with or acquiescing in such act or omission.

### TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, as Trustee as aforesaid

By: [Signature]  
Its: ANBC

Attest:

By: [Signature]  
Its: ASST SECRET

### OWNER:

DIVERSEY PARKWAY ASSOCIATES, an Illinois  
limited partnership

By: HISPANIC HOUSING DEVELOPMENT  
CORPORATION, an Illinois not-for-profit  
corporation, a general partner

By: [Signature]  
Name: Napolito Roldan  
Title: President

-and-

By: [Signature]  
John J. Gallagher, a general partner

84471106



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IHDA Loan No. ML-149

-and-

By: CRESCENT DEVELOPMENTS, LTD., an Illinois corporation, a general partner

By: [Signature]

Name: Jerry L. Thielen

Title: President

Property of Cook County Clerk's Office

6/11/98

UNOFFICIAL COPY

Property of Cook County Clerk's Office

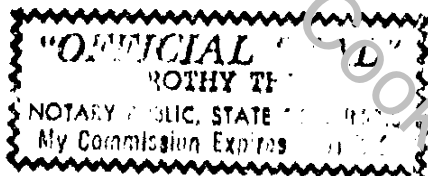
# UNOFFICIAL COPY

## ACKNOWLEDGEMENT FOR TRUSTEE

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Peter Jollansen, personally known to me to be the President of \_\_\_\_\_ and Gregory S. Karpzyk, personally known to me to be the Assistant Secretary of \_\_\_\_\_, each of whom is personally known to me to be the same person whose name is subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that they signed and delivered the said Mortgage, in their respective capacities as President and Assistant Secretary of FARMERS TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated 9/15/80 and known as Trust No. 50668 as their free and voluntary act and as the free and voluntary act and deed of \_\_\_\_\_ for the uses and purposes therein set forth.

Given under my hand and official seal this 24 day of May, 1994.



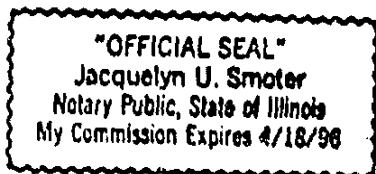
J. Peter Jollansen  
Notary Public

## ACKNOWLEDGEMENT FOR OWNER

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Kiputo Zeldin, personally known to me to be the President of Hispanic Housing Development Corporation, General Partner of Diversify Housing Associates, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that he signed and delivered the said Mortgage, in his capacity as President of said corporation, as General Partner of said partnership as his free and voluntary act and as the free and voluntary act and deed of said corporation and partnership for the uses and purposes therein set forth.

Given under my hand and official seal this 20<sup>th</sup> day of May, 1994.



Jacquelyn U. Smoter  
Notary Public

96176119

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

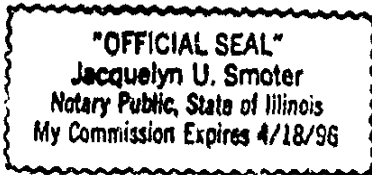
## ACKNOWLEDGEMENT FOR OWNER

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John J. Gallagher, personally known to me to be the General Partner of Diversey Parkway Associates, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that he signed and delivered the said Mortgage, in his capacity as President of General Partner of said partnership as his free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

Given under my hand and official seal this 20<sup>th</sup> day of May, 1994.

Jacquelyn U. Smoter  
 Notary Public



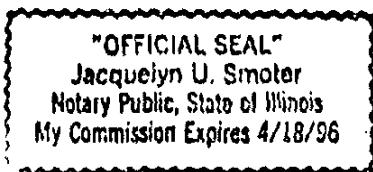
## ACKNOWLEDGEMENT FOR OWNER

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jerry H. Thibos, personally known to me to be the President of Concrete Developments, Ltd. General Partner of Diversey Parkway Associates, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that he signed and delivered the said Mortgage, in his capacity as President of Said Corporation, as General Partner of said partnership as his free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

Given under my hand and official seal this 23<sup>rd</sup> day of May, 1994.

Jacquelyn U. Smoter  
 Notary Public



8-175179

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICIAL SEAL  
JANUARY 11 2006  
Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
110 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.4000 FAX: 312.603.4001



# UNOFFICIAL COPY

THDA LOAN NO. ML-149

## EXHIBIT A

### PARCEL 1:

LOTS 20, 21, 22, 23 AND LOT 24 (EXCEPT THE WEST 8 FEET THEREOF) IN BLOCK 2 IN HENRY WISNER'S SUBDIVISION OF LOTS 8 AND 9 OF BRANDS SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 13-26-228-038

### PARCEL 2:

BLOCK 1 (EXCEPT THE NORTH 171 1/2 FEET THEREOF AS MEASURED ON THE WEST LINE OF SAID BLOCK) IN MILWAUKEE AND DIVERSEY SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 13-26-407-003

### PARCEL 3:

LOT 1 IN BLOCK 3 IN MILWAUKEE AND DIVERSEY SUBDIVISION IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-26-406-001, 13-26-406-002, 13-26-406-003

### PARCEL 4:

LOT 1 IN BLOCK 4 IN MILWAUKEE AND DIVERSEY SUBDIVISION IN THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-26-405-002

### PARCEL 5:

LOTS 27, 28, 29 AND 30 IN BLOCK 2 IN HENRY WISNER'S SUBDIVISION OF LOTS 8 AND 9 OF BRAND'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-26-228-035

### PARCEL 6:

LOTS 20, 21, 22 AND THE EAST 8 FEET OF LOT 23 IN BLOCK 3 IN HENRY WISNER'S SUBDIVISION OF LOTS 8 AND 9 OF BRAND'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-26-227-038

94476108

# UNOFFICIAL COPY

9 0 4 7 6 1 9 8

IHDA LOAN NO. ML-149

## **EXHIBIT B** **DESCRIPTION OF MORTGAGE NOTES AND CERTAIN DEFINITIONS**

### **MORTGAGE NOTE 1:**

"Note 1" -- That certain Mortgage Note dated as of May 1, 1994 made by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated September 15, 1980, and known as Trust No. 50668, to the Illinois Housing Development Authority, in the principal sum of Five Million Seventy-Four Thousand Seven Hundred Sixty-Eight and 58/100 (\$5,074,768.58), or so much thereof as may hereafter be advanced or deemed advanced to or for the benefit of the Mortgagor by the Mortgagee.

"Note 1 Interest Rate" -- The annual interest rate of 6.78117% per annum.

"Note 1 Amortization Commencement Date" -- January 1, 2007.

"Note 1 Maturity Date" -- January 1, 2012.

### **MORTGAGE NOTE 2:**

"Note 2" -- That certain Mortgage Note dated as of May 1, 1994 made by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated September 15, 1980, and known as Trust No. 50668, to the Illinois Housing Development Authority, in the principal sum of Six Million Five Hundred Sixty-Eight Thousand Eight Hundred Eighty-Three and No/100 (\$6,568,883.00), or so much thereof as may hereafter be advanced or deemed advanced to or for the benefit of the Mortgagor by the Mortgagee.

"Note 2 Interest Rate" -- The annual interest rate of 8.13618% per annum.

"Note 2 Maturity Date" -- December 1, 2006.

UNOFFICIAL COPY

94170789

Property of Cook County Clerk's Office