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LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE, made this 30th day of August, 1994, by and between STEVE FOLEY IMPORTS, INC., an Illinois corporation with its principal place of business at 200 Skokie Boulevard, Northbrook, Illinois 60062 (herein referred to as "Mortgagor"), and MITSUBISHI MOTORS CREDIT OF AMERICA, INC., with its principal place of business at 6363 Katella Avenue, Cypress, California 90630 (herein referred to as "Mortgagee"),

WITNESSETH:

DEPT OF RECORDING 495.50
TRAN 9201 08/02/94 11:44:00
*94-774747
COOK COUNTY RECORDER

WHEREAS, Mortgagor is justly indebted to Mortgagee in the aggregate principal sum of NINE HUNDRED SIXTY FOUR THOUSAND (\$964,000.00) secured by a mortgage on the Premises, as defined below, (hereinafter referred to as the "Loan"), evidenced by a certain Mortgage Note of even date herewith, made payable to the order of "Mitsubishi Motors Credit of America, Inc." and this day delivered to Mortgagee (hereinafter referred to as the "Mortgage Note"); and

WHEREAS, in said Mortgage Note, Mortgagor promises to pay, in monthly installments of four thousand six hundred and 67/100 dollars (\$4,016.67), the principal sum thereof plus interest at the floating rate of interest equal to one percent (1.00%) above the rate publicly announced by Bank of America as its prime rate (the "Prime Rate"), adjusted on each date of change in the Prime Rate per annum, all principal and interest being payable at such place as the holders of the Mortgage Note may, from time to time, in writing appoint, and in absence of such appointment, then at the offices of MITSUBISHI MOTORS CREDIT OF AMERICA, INC., 6363 Katella Avenue, Cypress, California 90630, and with a final payment of all outstanding amounts being due on the first day of August, 1999; and

WHEREAS, Mortgagor is the successor in interest to Steve Foley Cadillac, Inc. as Lessee under that certain lease dated May 26, 1987, by and between Chicago Title and Trust Company, as Trustee under Trust Agreement #53453, as said lease has been amended from time to time (the "Lease");

NOW, THEREFORE, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and conditions of this Mortgage and of the Mortgage Note secured hereby, and to secure the performance of the covenants and agreements herein contained, by Mortgagor to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged,

Document prepared by and after recording mail to:

William D. Smart, Jr.
Burditt & Radzius, Chartered
333 West Wacker Drive, Suite 2600
Chicago, Illinois 60606-1218



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1st AMERICAN TITLE order 6

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Mortgagor does by these presents MORTGAGE, CONVEY and WARRANT unto Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, lying and being in the City of Northbrook, County of Cook, and State of Illinois, to wit:

Leasehold interest of Mortgagor in and to all of the buildings and improvements situated on the following described property:

SEE ATTACHED

Commonly Known as: 200 Skokie Boulevard, Northbrook, Illinois 60062

Permanent Index Nos. 04-02-107-010
 04-02-107-011
 04-02-107-016
 04-02-107-017
 04-02-107-018
 04-02-107-019
 04-02-107-020
 04-02-107-021

which, with the property hereinafter described, is referred to herein as the "Premises",

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and, to the extent removable without damage to the Premises, all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain fixtures, partitions, attached floor covering, now or hereafter found therein or thereon; and, to the extent removable without damage to the Premises, all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation; 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 are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby,

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS

Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all requirements of any municipal ordinances, or restrictions of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises except as made consistent with law, building code or municipal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the Premises without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification of the Premises without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Mortgage Note.

2. NATURE OF AGREEMENT

If any of the property herein mortgaged is a fixture of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a fixture filing or Security Agreement as the case may be, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

3. COVENANTS AND REPRESENTATIONS REGARDING LEASE

The Mortgagor hereby represents, warrants, covenants and agrees that:

(a) This Mortgage is lawfully executed and delivered in conformity with the Lease.

(b) The Mortgagor will promptly pay, when due and payable, the net rent, additional rents, taxes and all other sums and charges mentioned in and made payable by the Lease.

(c) The Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by the Mortgagor as lessee under the Lease, within the periods (exclusive of grace periods) provided in the Lease, or such lesser periods (exclusive of grace periods) as are provided in Article

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14 of this Mortgage, and will do all things necessary to preserve and to keep unimpaired its rights under the Lease.

(d) The Mortgagor will promptly notify the Mortgagee in writing of any default by the Mortgagor in the performance or observance of any of the terms, covenants, or conditions on the part of the Mortgagor to be performed or observed under the Lease.

(e) The Mortgagor will within five (5) business days (a) notify the Mortgagee in writing of the receipt by the Mortgagor of any notice (other than notices customarily sent on a regular periodic basis) from the lessor under the Lease and of any notice noting or claiming any default by the Mortgagor in the performance or observance of any of the terms, covenants, or conditions on the part of the Mortgagor to be performed or observed under the Lease; (b) notify the Mortgagee in writing of the receipt by the Mortgagor of any notice from the lessor to the Mortgagor of termination of the Lease pursuant to the provisions of the Lease; and (c) cause a copy of each such notice received by the Mortgagor from the lessor to be delivered to the Mortgagee.

(f) The Mortgagor will timely exercise its option for the First Extension Term (as defined in the Lease).

(g) The Mortgagor will not, without the prior written consent of the Mortgagee, terminate, modify or surrender or suffer or permit any termination, modification or surrender of the Lease.

(h) The Mortgagor will, within thirty (30) days after written demand from the Mortgagee, use its best efforts to obtain from the lessor and deliver to the Mortgagee a certificate stating that the Lease is in full force and effect, is unmodified, that no notice of termination thereon has been served on the Mortgagee, stating the date to which the net rent has been paid and stating whether or not there are any defaults thereunder and specifying the nature of such defaults, if any.

(i) The Mortgagor will furnish to the Mortgagee, upon demand, proof of payment of all items which are required to be paid by the Mortgagor pursuant to the Lease and proof of payment of which is required to be given to the lessor under the Lease.

(j) The Mortgagor shall not consent to any waiver or modification or cancellation of any provision of the Lease nor to the subordination of the Lease to any mortgage of the fee interest of the lessor thereof in the mortgaged property, except to the extent required by the terms of the Lease.

(k) The Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee

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to cure any default under the Lease or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the mortgaged property.

4. INSURANCE

In accordance with the terms of the Lease, Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured for their full replacement value against loss or damage by fire and such other hazards in coverage as may reasonably be required by the Lessee, but in no event less than the outstanding mortgage indebtedness. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require. In addition, Mortgagor shall maintain business interruption insurance in an amount equal to or greater than Mortgagor's reasonably anticipated loan payments for a minimum period of six months. All policies of insurance to be furnished hereunder shall be in forms, from companies, and in amounts reasonably satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies to Mortgagee and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

5. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE

In case of loss, if Mortgagor and the insurance company shall fail to agree upon settlement and adjustment of the insurance claim within the sixty (60) day period following such loss, the Mortgagee, subject to the rights of Lessor under the Lease, (or after entry of decree of foreclosure, purchaser at the sale or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. Provided however, that in the event Mortgagor is not then in default under this Mortgage, Mortgagor shall have the option to elect to apply such insurance proceeds upon or in reduction of the indebtedness secured hereby, whether due or not, or to restore or rebuild, subject to the rights of Lessor under the Lease, whether due or not. In the event Mortgagor has elected to restore or rebuild, the insurance proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on the Premises. If the Mortgagee is to reimburse Mortgagor for rebuilding or restoring, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds for rebuilding or restoring,

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such proceeds shall be made available, from time to time, but only after Mortgagee has been furnished with (i) all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve and (ii) satisfactory evidence of the estimated cost of completion and (iii) such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay all unpaid or still performing contractors, sub-contractors or materialmen.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the Mortgagee's clause attached to each of said insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the proceeding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected under any of the said insurance policies.

6. STAMP TAX

If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of the Mortgage Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, its successor or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Mortgage Note secured hereby.

7. FUTURE ADVANCES

This Mortgage shall secure all future advances made by Mortgagee under the Mortgage Note. All such advances made shall be secured hereby and shall have and be entitled to

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the same lien priority as that indebtedness first extended to Mortgagor by Mortgagee under the Mortgage Note.

8. PREPAYMENT PRIVILEGE

Subject to Mortgagee's right to apply payments to reimburse costs and expenses, interest, and then principal, Mortgagor shall have the privilege of making prepayments on the principal of the Mortgage Note (in addition to the required payments) in accordance with the terms and conditions, if any, set forth in the Mortgage Note.

9. OBSERVANCE OF LEASE ASSIGNMENT

Mortgagor has, as additional security for the payment of the indebtedness described in and secured hereby, transferred and assigned to Mortgagee, its successors and assigns, all interests Mortgagor has as lessee in the Lease.

10. EFFECT OF EXTENSIONS OF TIME

If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

11. EFFECT OF CHANGES IN LAWS REGARDING TAXATION

In the event of the enactment after this date of any law of the state in which the Premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice. Notwithstanding anything to the contrary contained herein, Mortgagor shall not be liable for any federal, state or local income, excess profit, franchise or capital stock taxes of Mortgagee.

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12. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS

In case of default hereunder and the expiration of any applicable grace period, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner reasonably deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at a rate which is three percent (3%) in excess of the mortgage rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

13. MORTGAGEE'S RELIANCE ON TAX BILLS AND ASSESSMENTS

Mortgagee in making payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

14. ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT

If either: (a) default be made in the due and punctual payment of the Mortgage Note, or any installment due in accordance with the terms thereof, either of principal or interest and such payment is not made within three (3) business days after written notice to Mortgagor, or (b) Mortgagor or any Guarantor of the Mortgage Note shall file a petition in voluntary bankruptcy or under Chapter 7 or Chapter 11 of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts; or (c) Mortgagor or any Guarantor of the Mortgage Note shall fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (d) Mortgagor or any Guarantor of the Mortgage Note shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or any Guarantor of the Mortgage Note or for all of their property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property for the reorganization, dissolution, liquidation or winding up of Mortgagor or any Guarantor of the Mortgage Note, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or

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(e) Mortgagor or any Guarantor of the Mortgage Note shall make an assignment for the benefit of creditors, or shall admit in writing their inability to pay their debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of their property or the major part thereof; or, (f) the Lease expires or is terminated for any reason; or (g) the occurrence of a change in the financial condition of Mortgagor or the business of Mortgagor which in the opinion of Mortgagee would have an adverse effect upon the ability of Mortgagor to make its payments or perform its obligations under this Mortgage or any of the other Loan Documents; or (h) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions herein contained and required to be kept or performed or observed by Mortgagor and the same shall continue for thirty (30) days (or such additional time as may be reasonably necessary to effect the cure so long as Borrower is diligently proceeding to effect the cure) following the delivery of written notice thereof to Mortgagee, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

15. CHANGE IN INTEREST RATE

If at any time (a) Mortgagor does not operate an authorized Mitsubishi Motor Sales of America, Inc. franchise for the sale of new vehicles on the Premises or (b) the floor plan financing for new Mitsubishi vehicles obtained by Mortgagor is provided by a financing source other than Mortgagee, Mortgagee shall have the option by written notice (i) to increase the interest rate on the principal amount outstanding under the Mortgage Note by 3.00% per annum (but not to exceed the maximum lawful contract rate) or (ii) to declare the whole of said principal sum hereby secured together with accrued interest thereon, immediately due and payable.

16. ACQUISITION OF PREMISES

In the event Mortgagor acquires the Premises, Mortgagor shall execute the documents reasonably requested by Mortgagee to grant Mortgagee a first priority lien on Mortgagor's fee interest in the Premises.

17. FORECLOSURE; EXPENSE OF ALL TYPES OF LITIGATION

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee including, but not limited to, reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring

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all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned, and such reasonable expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee to advise it prior to the institution of suit or in any litigation or proceeding affecting this Mortgage, the Mortgage Note or the Premises (including probate, housing and building code violation, and bankruptcy proceedings), or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at a rate which is three percent (3%) in excess of the mortgage rate and shall be secured by and the subject of the lien of this Mortgage.

18. APPLICATION OF PROCEEDS OF FORECLOSURE SALE

The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Mortgage Note, with interest thereon as herein provided, including advances made after the entry of judgment but prior to the Sheriff's Sale of the property; third, all interest remaining unpaid on the Mortgage Note; fourth, all principal due on the Mortgage Note; and, fifth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

19. REMEDIES AND FORBEARANCE

In addition to each and every remedy heretofore or hereafter described or otherwise existing by law or equity for Mortgagor's breach of any of the terms of this Mortgage or the Mortgage Note it secures, Mortgagor grants Mortgagee, its successors and assigns, the right of set-off against and a lien upon any deposit, moneys, credits and other similar property held by such Mortgagee, successor or assignee belonging to the Mortgagee. Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagee's forbearance to exercise any remedy hereunder shall not be deemed and shall not constitute a waiver of any right or remedy hereunder.

20. APPOINTMENT OF RECEIVER

Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such

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appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any holder of the Mortgage Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby or by any decree foreclosing this Mortgage; (b) any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree provided such application is made prior to foreclosure sale; or (c) the deficiency in case of a sale and deficiency.

21. ASSIGNMENT OF RENTS AND LEASES

To further secure the indebtedness secured hereby, Mortgagor does hereby sell, assign and transfer unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any sublease insofar as it pertains to the Premises or any part thereof, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such subleases and agreements, and all the avails thereunder, unto Mortgagee, and Mortgagor does hereby authorize Mortgagee at any time after Mortgagee becomes a Mortgagee in possession, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Mortgagee shall, in its reasonable discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the Premises.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to section 21 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgagee any lease upon all or any part of the Premises hereinbefore described and to execute and deliver, at the request of

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Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time reasonably require.

Although it is the intention of the parties that the assignment contained in this paragraph 24 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder (including expiration of any applicable grace period).

22. MORTGAGEE'S RIGHT OF POSSESSION IN CASE OF DEFAULT

In the event Mortgagee has a right to institute foreclosure proceedings, after default and the expiration of any applicable cure period, under the provisions of this Mortgage, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, and in the event Mortgagee shall so demand, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law by any means not involving a breach of the peace, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as Mortgagee in possession under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises including, but not limited to, entering into leases, even if the term would extend beyond the period for redemption set in a judgment of foreclosure, undertaking actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Mortgagee shall have full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious, insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues and profits.

Except as may be provided by that certain Landlord's Agreement creating certain rights and obligations of the Mortgagee with respect to the Lease, Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any

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obligation, duty or liability under leases, and Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge and of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

23. APPLICATION OF INCOME RECEIVED BY MORTGAGEE

Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by section 20 and section 21 hereof shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of any amounts due under the Lease;

(b) to the payment of the reasonable operating expenses of said property, including reasonable costs of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include reasonable lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases); established claims for damages, if any, and premiums on insurance hereinabove authorized;

(c) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(d) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing said property in such condition as will, in the reasonable judgment of Mortgagee, make it readily rentable;

(e) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

24. MORTGAGEE'S RIGHT OF INSPECTION

Mortgagee shall have the right to inspect the Premises (other than tenant leased areas) at all reasonable times and access thereto shall be permitted for that purpose.

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25. CONDEMNATION

Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Provided however, that in the event Mortgagor is not then in default under this Mortgage, Mortgagor shall have the option to elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring or buildings or improvements on the Premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the Premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 5 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

26. RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS

Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation of such release.

27. GIVING OF NOTICE

Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail, postage prepaid, shall constitute service of notice hereunder if addressed to the Mortgagor at its principal place of business or to the Mortgagee at its principal place of business, or at such other place as any party may by notice in writing designate as a place for service of notice.

28. WAIVER OF STATUTORY RIGHTS

Mortgagor shall not and will 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 of foreclosure of this

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Mortgage, but hereby waives the benefit of 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 mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. Mortgagor hereby waives any and all rights of redemption to the maximum extent allowed by law under Section 15-1601 of the Illinois Code of Civil Procedure or any other applicable law, such waiver being on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage. Further, to the extent allowed by applicable law, Mortgagor waives its rights under and the benefits of any present or future federal, state or local valuation, appraisal, homestead, exemption, stay, redemption or moratorium law.

29. BINDING ON SUCCESSORS AND ASSIGNS

This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee named herein, and the holder or holders, from time to time, of the Mortgage Note secured hereby.

30. TRANSFER OF PROPERTY OR INTEREST IN MORTGAGOR; ASSUMPTION

Except as hereafter described, on sale or transfer of more than 50% of the stock of Mortgagor, to any person or entity other than Steven X. Foley, Jr. or an entity in which he holds or controls 100% of the beneficial interests thereof, Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable, and Mortgagee may invoke any other remedies provided by this Mortgage, law or equity. This option shall not apply when the Mortgagee prior to the transfer or sale consents in writing to such transfer or sale subject to whatever terms the Mortgagee may require, including, an increase in the rate of interest payable under the Mortgage Note secured hereby.

31. MODIFICATIONS

This Agreement may not be modified, altered or amended except by an agreement in writing signed by Mortgagor and Mortgagee.

32. SEVERABILITY

If any provision of this Mortgage, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

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33. NON-WAIVER

Mortgagee's failure at any time or times hereafter to require strict performance by Mortgagor of any provision of this Agreement shall not waive, affect or diminish any right of Mortgagee thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Mortgagee of an Event of Default by Mortgagor under this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Mortgagor under this Agreement or the Other Agreements, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Mortgagor contained in this Agreement or the Other Agreements and no Event of Default by Mortgagor under this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Mortgagee unless such suspension or waiver is by an instrument in writing signed by an officer of Mortgagee and directed to Mortgagor specifying such suspension or waiver.

34. JURISDICTION, VENUE AND WAIVER OF TRIAL BY JURY

TO INDUCE MORTGAGEE TO ACCEPT THIS AGREEMENT AND THE OTHER AGREEMENTS, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER AGREEMENTS OR THE COLLATERAL SHALL BE LITIGATED ONLY IN COURTS SITUATED WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH. MORTGAGOR AND MORTGAGEE HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH MORTGAGOR AND MORTGAGEE ARE PARTIES.

35. CAPTIONS

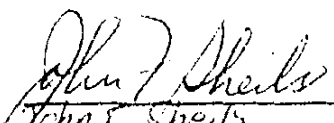
The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

IN WITNESS WHEREOF, this Indenture has been duly executed as of the day and year specified at the beginning hereof.

STEVE FOLEY IMPORTS, INC.

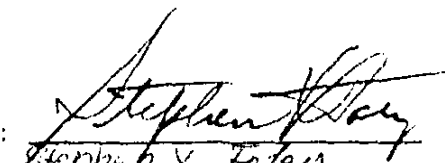
Attest:

Its:


John E. Sheils
Assistant Secretary

By:

Its:


Stephen V. Foley
President of the Company

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mark M. Anderson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Stephen X. Foley, the Chairman of Steve Foley Imports, Inc., and John F. Speid, the Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to be the Chairman and the Assistant Secretary respectively of the corporation, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

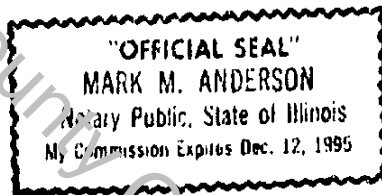
GIVEN under my hand and Notarial Seal this 7th day of August, 1994.

Mark M. Anderson
Notary Public

My Commission Expires:

Document prepared by
and after recording mail to:

William D. Smart, Jr.
Burditt & Radzius, Chartered
333 West Wacker Drive, Suite 2600
Chicago, Illinois 60606-1218



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ATTACHMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE SOUTH 50 FEET OF LOT 83 LYING WEST OF THE SOUTHWESTERLY LINE OF SKOKIE BOULEVARD, AND THE SOUTH 50 FEET OF LOTS 84 TO 88, BOTH INCLUSIVE, AND ALL OF LOTS 93 TO 97, BOTH INCLUSIVE, AND THOSE PARTS OF LOTS 98 AND 99 LYING WESTERLY OF THE SOUTHWESTERLY LINE OF SKOKIE BOULEVARD, AND VACATED CONNECTICUT AVENUE LYING ADJOINING TO AND SOUTH OF LOTS 93 TO 99, BOTH INCLUSIVE, ALL IN MANUS NORTH SHORE TERRACE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF ATLANTIC AVENUE LYING NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING EAST OF THE EAST LINE OF LOT 99 AND SAID EAST LINE EXTENDED SOUTH, IN MANUS NORTH SHORE TERRACE SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 OF AFORESAID SECTION 2 AND LYING SOUTH OF THE SOUTHWESTERLY LINE OF SKOKIE HIGHWAY, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF SKOKIE HIGHWAY, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos.	04-02-107-010
	04-02-107-011
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	04-02-107-018
	04-02-107-019
	04-02-107-020
	04-02-107-021

MORTGAGOR: STEVE FOLEY IMPORTS, INC.

MORTGAGEE: MITSUBISHI MOTORS CREDIT OF AMERICA, INC.

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