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## AMENDED AND RESTATED MORTGAGE AND ASSIGNMENT OF LEASES AND RENTALS

THIS AMENDED AND RESTATED MORTGAGE AND ASSIGNMENT OF LEASES AND RENTALS is made this 8th day of April, 1994 by JOHNSON PUBLISHING COMPANY, INC. (the "Mortgagor"), an Illinois corporation, having its principal office at 820 South Michigan Avenue, Chicago, Illinois 60605, to THE FIRST NATIONAL BANK OF CHICAGO (the "Mortgagee"), a national banking association, organized and existing under the laws of the United States of America, having its principal office at One First National Plaza, Chicago, Illinois 60670.

### WITNESSETH:

WHEREAS, as of April 8, 1994, the Mortgagor is indebted to the Mortgagee in the aggregate principal amount of Two Million Five Hundred Eighty-Nine Thousand Five Hundred Seventy-Five Dollars and Eighty-One Cents (\$2,589,575.81) under an Installment Note (Commercial), dated September 15, 1989, from the Mortgagor payable to the order of the Mortgagee in the original principal amount of \$7,566,575, as amended pursuant to that certain Amendment to Installment Note, dated as of September 15, 1993 (said note as so amended and all further modifications, renewals or extensions thereof, the "Installment Note"), plus interest in the amount as provided in and evidenced by the Installment Note, which Installment Note is incorporated herein by this reference;

WHEREAS, the Installment Note is secured by (i) that certain Mortgage, dated June 4, 1985, between the Mortgagor and the Mortgagee and recorded in the real estate records of Cook County, Illinois, as Document No. 85065233, which mortgage was amended on February 3, 1986, on August 4, 1986 and as of September 15, 1989 (said mortgage as so amended and in effect, the "1985 Mortgage"); and (ii) that certain Mortgage and Assignment of Leases and Rentals, dated as of March 1, 1987, between the Mortgagor and the Mortgagee and recorded in the real estate records of Cook County, Illinois, as Document No. 87235006, which mortgage was amended, as of September 15, 1989 (said mortgage as so amended and in effect, the "1987 Mortgage"; the 1985 Mortgage and the 1987 Mortgage are herein collectively referred to as the "Original Mortgages");

WHEREAS, the Mortgagor is indebted to the Mortgagee in the principal sum of Three Million Dollars (\$3,000,000) or so much thereof as may be disbursed and outstanding from time to time under a Master Note (Floating Rate-Demand), dated April 8, 1994, from the Mortgagor payable to the order of the Mortgagee in the original principal amount of \$3,000,000 (said note and all modifications, renewals or extensions thereof, the "Demand Note"), plus interest in the amount as provided in and evidenced by the Demand Note, which Demand Note is incorporated herein by this reference; and

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Together with all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance, which the Mortgagor now has or may hereinafter acquire in the Real Estate, and any and all awards made for the taking of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

To have and hold the Property unto the Mortgagee, and its successors and assigns forever, for the uses and purposes herein set forth.

## ARTICLE II REPRESENTATIONS

2.01 The Mortgagor represents it has good and marketable title to the Property. The Mortgagor represents that it has good right and full power to sell and convey the same and that it has duly executed and delivered this Mortgage pursuant to proper directions and that the Mortgagor will make any further assurances of title that the Mortgagee may require and will defend the Property against all claims and demands whatsoever.

2.02 The Mortgagor represents that the proceeds of the loans evidenced by the Notes will be used for the purposes specified in Section 205/4 of Chapter 815 of the Illinois Compiled Statutes and that the aggregate principal sum evidenced by the Notes constitutes a business loan which comes within the purview of such paragraph.

2.03 Neither the Mortgagor nor, to the best of the Mortgagor's knowledge, any previous owner of the Property or any third party, has used, generated, stored or disposed of any Hazardous Substances on the Property. For the purposes of this representation and warranty, "Hazardous Substances" shall include, but shall not be limited to, any toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as hazardous substances or toxic substances or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*, hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 *et seq.*, hazardous wastes identified in or pursuant to The Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 *et seq.*, any toxic pollutant under the Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq.*, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, and any hazardous or toxic substance or pollutant regulated under any other applicable federal, state or local environmental health or safety laws, regulations or rules of common law. The Mortgagor shall indemnify and hold the Mortgagee harmless from and against, and shall reimburse the Mortgagee for, any and all loss, claim, liability, damages, cost, expense, action or cause of action, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the

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use, generation, storage or disposal of Hazardous Substances, including without limitation, the cost of any required or necessary repair, clean-up or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Property, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Substances on the Property. The obligations of the Mortgagor under the foregoing sentence shall survive the foreclosure of this Mortgage and satisfaction of the Indebtedness and shall be independent of the obligations of the Mortgagor to the Mortgagee in connection with the Indebtedness.

## ARTICLE III WAIVER OF REDEMPTION

3.01 The Mortgagor acknowledges that the Real Estate does not constitute agricultural real estate as said term is defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (the "Act") or residential real estate as defined in Section 15-1219 of the Act. The Mortgagor hereby waives any and all rights of redemption under judgment of foreclosure of this Mortgage on behalf of the Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Real Estate or of any nature whatsoever subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-160(B) of the Act. To the fullest extent permitted under applicable law, the Mortgagor shall not, and will not, apply for or avail itself of any appraisal, valuation, stay, extension or exemption law, or so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. The Mortgagor for itself and all who may claim through or under it waives any and all right to have the Real Estate, and any estates comprising the Real Estate, marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Real Estate sold as an entirety.

## ARTICLE IV MORTGAGOR'S COVENANTS

4.01 The Mortgagor covenants and agrees to pay the Indebtedness and the other sums secured hereby in the manner and at the times provided for in the Loan Documents.

4.02 The Mortgagor covenants and agrees to pay, or cause to be paid, when due and payable by the Mortgagor:

(a) all real estate taxes, personal property taxes, assessments, license fees, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and

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charges upon the rents, issues, income or profits of the Property, or which shall become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly (hereinafter collectively called the "Impositions"); and

(b) all other payments or charges required to be paid to comply with the terms and provisions of this Mortgage.

Within ten (10) days after written demand therefor, the Mortgagor shall deliver to the Mortgagee the original, or a photostatic copy, of the official receipt evidencing payment of Impositions or other proof of payment satisfactory to the Mortgagee. Failure of the Mortgagor to deliver to the Mortgagee said receipts or to submit other proof satisfactory to the Mortgagee as aforesaid shall constitute an Event of Default hereunder.

4.03 The Mortgagor covenants and agrees to keep and maintain, or cause to be kept and maintained, the Property (including all improvements thereon and the sidewalks, sewers, and curbs) in good order and condition and will make or cause to be made, as and when the same shall become necessary, all structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen repairs and all maintenance necessary to that end. Furthermore, and without limiting the generality of the foregoing, the Mortgagor will suffer no waste. All repairs and maintenance required of the Mortgagor shall be (in the reasonable opinion of the Mortgagee) of first-class quality.

4.04 The Mortgagor covenants and agrees that this Mortgage is and will be maintained as a valid mortgage lien on the Property and that the Mortgagor will not, directly or indirectly, create or suffer or permit to be created, or to stand against the Property, or any portion thereof, or against the rents, issues and profits therefrom, any lien (including any liens arising with respect to the payment of Impositions), security interest, encumbrance or charge whether prior to or subordinate to the lien of this Mortgage unless written approval is first obtained from the Mortgagee. The Mortgagor will keep and maintain the Property free from all liens of persons supplying labor and materials for the construction, modification, repair or maintenance of any building or site improvement whether on the Property or not.

4.05 The Mortgagor covenants and agrees, so long as the Indebtedness remains outstanding, to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Mortgagor or applicable to the Property or any part thereof and will promptly cure any violation of law and comply with any order of any such governmental authority or court in respect of the repair, replacement or condition of the Property and any governmental regulations concerning environmental control and improvements.

4.06 The Mortgagor covenants and agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Property by virtue of an exercise of the right of eminent domain by such authority, including any award

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for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Property, are hereby assigned to the Mortgagee.

4.07 The Mortgagor covenants and agrees that neither the value of the Property nor the lien of this Mortgage will be diminished or impaired in any way by any act or omission of the Mortgagor, and the Mortgagor agrees it will not do or permit to be done to, in, upon or about said Property, or any part thereof, anything that may in any wise impair the value thereof, or weaken, diminish, or impair the security of this Mortgage.

4.08 The Mortgagor covenants and agrees that if any action or proceeding is commenced in which the Mortgagee in good faith deems it necessary to defend or uphold the validity, enforceability or priority of the lien and interest of this Mortgage or to preserve the value of the security for this Mortgage, all sums paid by the Mortgagee for the expense of any such litigation to prosecute or defend the rights, lien and security interest created by this Mortgage (including reasonable attorneys' fees) shall be paid by the Mortgagor, together with interest thereon at the rate then applicable under the Notes and any such sums and the interest thereon shall be a lien and security interest on the Property prior to any right or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien and security interest of this Mortgage, and shall be secured by this Mortgage.

4.09 The Mortgagor covenants to furnish from time to time within fifteen (15) days after the Mortgagee's request, a written statement, duly acknowledged, of the amount due upon this Mortgage, whether any alleged offsets or defenses exist against the Indebtedness and whether any defaults exist under the Loan Documents.

4.10 The Mortgagor covenants to furnish to the Mortgagee such financial statements and other information regarding the financial condition of the Mortgagor as required by the Loan Documents and such detail regarding the Property and its operation as the Mortgagee may require.

## ARTICLE V TRANSFER OR MORTGAGE OF PROPERTY

5.01 The Mortgagor will not, without the prior written consent of the Mortgagee, further mortgage, grant a deed of trust, pledge or otherwise dispose of or further encumber, whether by operation of law or otherwise, any or all of its interest in the Property. The Mortgagor will not, without the prior written consent of the Mortgagee, sell, assign, or transfer the Property or any interest therein. Any sale, assignment, transfer, mortgage, deed of trust, pledge, change or other disposition or encumbrance made in violation of the above provisions shall be null and void and of no force and effect and the making thereof shall constitute an Event of Default hereunder.



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proceeds, until the earlier of (x) the occurrence of an Event of Default hereunder or (y) written revocation of such right by the Mortgagee; provided, that any rents, issues and profits collected and received by the Mortgagor after the occurrence of an Event of Default hereunder which is not cured within the applicable grace period provided hereby shall be deemed collected and received by the Mortgagor in trust for the Mortgagee and the Mortgagor shall account to the Mortgagee for the full amount of such receipts. The Mortgagor agrees to apply said rents, issues and profits, whenever received, to payment of the Indebtedness, all Impositions on or against the Property and other sums secured hereby.

7.02 The assignment contained in this Article VII is given as collateral security and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Mortgagor, nor shall this assignment impose any obligation on the Mortgagee to perform any provision of any contract pertaining to the Property or any responsibility for the non-performance thereof by the Mortgagor or any other person. The assignment under this Article VII is given as a primary pledge and assignment of the rights described herein and such assignment shall not be deemed secondary to the security interest and Mortgage of the Mortgagor in the Property. The Mortgagee shall have the right to exercise any rights under this Article VII before, together with or after exercising any other rights under this Mortgage.

7.03 The Mortgagor shall observe and perform all covenants, conditions and agreements in each lease to which it is a party, now or hereafter affecting any portion of the Property. The Mortgagor shall not, without the prior written consent of the Mortgagee, (a) accept any installments of rent for more than one month in advance or any security deposit for more than an amount equal to two months' rent, or (b) take any action or fail to take any action or exercise any right or option which would permit the tenant under any lease to cancel or terminate such lease, or (c) amend or modify any lease in a manner which would (i) decrease the rent payable per unit of time under the lease, (ii) decrease the payments to be made by the tenant under the lease for rent, taxes, insurance or other expenses, (iii) decrease the term of the lease, (iv) impose any additional obligations on the landlord under the lease, or (v) consent to a sublease or a substitution of tenants under the lease. The Mortgagor agrees that hereafter it shall not assign any of the rents or profits of the Property.

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

## ARTICLE VIII DEFAULT

8.01 The occurrence of any one or more of the following events shall constitute an event of default (each, an "Event of Default") under this Mortgage:

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(a) Failure of the Mortgagor to observe or perform any of the covenants or conditions by the Mortgagor to be performed under the terms hereof.

(b) Nonpayment of principal under the Notes when due, or nonpayment of interest under the Notes or of any other obligations under any of the Loan Documents within five days after the same becomes due.

(c) The occurrence of a default by the Mortgagor or any guarantor of any of the Indebtedness under any other Loan Document not remedied within any applicable cure period.

(d) Any warranty or representation of the Mortgagor made hereunder was inaccurate or misleading in any material respect when made.

(e) The Mortgagor or any guarantor of any of the Indebtedness shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or any guarantor of any of the Indebtedness, or of all or any substantial part of their respective properties or of the Property; or if within sixty (60) days after the commencement of any proceeding against the Mortgagor or any guarantor of any of the Indebtedness seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any present or future applicable federal, state or other statute or law, such proceeding shall not be dismissed; or if, within thirty (30) days after the appointment of any trustee, receiver or liquidator of the Mortgagor or any guarantor of any of the Indebtedness (without the consent or acquiescence of such party) or of all or any substantial part of their respective properties or of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated.

8.02 If an Event of Default described in Section 8.01(e) shall occur which is not cured within any applicable grace period provided for, the entire Indebtedness shall immediately become due and payable without any election or action on the part of the Mortgagee. If any other Event of Default shall occur which is not cured within any applicable grace period provided for, the Mortgagee may, at its option, exercise any and all of the following remedies:

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

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(b) Enter upon the Property and take possession thereof and of all books, records and accounts relating thereto.

(c) Appoint a receiver for the Property, or any part thereof, and of the net income, rents, issues and profits thereof, without regard to the sufficiency of the Property covered by this Mortgage or any other security, and without the showing of insolvency on the part of the Mortgagor or fraud or mismanagement, and without the necessity of filing any judicial or other proceeding for appointment of a receiver.

(d) Hold, lease operate or otherwise use or permit the use of the Property, or any portion thereof, in such manner, for such time and upon such terms as the Mortgagee may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as the Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rentals, profits or other amounts payable in connection therewith.

(e) Sell the Property, in whole or in part:

(i) under the judgment or decree of a court of competent jurisdiction, or

(ii) at public auction (if permitted by law) in such manner, at such time and upon such terms as the Mortgagee may determine, or at one or more public or private sales, in such manner, at such time or times, and upon such terms as the Mortgagee may determine or as provided by law.

(f) Foreclose this Mortgage.

(g) Exercise any other remedy or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

8.03 In case the Mortgagee shall have proceeded to enforce any right under the Notes or this Mortgage and such proceedings shall have been discontinued or abandoned for any reason, then in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and the right, remedies and powers of the Mortgagee shall continue as if no such proceedings had been taken.

8.04 In the event the Mortgagee (a) grants an extension of time on any payments of the Indebtedness, (b) takes other or additional security for the payment thereof, or (c) waives or fails to exercise any right granted herein, said act or omission shall not release the Mortgagor, subsequent purchasers of the Property covered by this Mortgage or any part thereof, or any guarantor of the Notes.

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## ARTICLE IX FORECLOSURE

9.01 In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee, or holders of the Notes, for reasonable attorneys' fees, court costs, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring title insurance policies (which fees, charges and costs may be estimated as to items to be expended after entry of the decree), and all other expenses as the Mortgagee or holders of the Notes may deem reasonably necessary 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 Property. All expenditures and expenses of such nature in this Article mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate in effect under the Notes when paid or incurred by the Mortgagee or holders of the Notes. In addition to foreclosure proceedings, the above provisions of this paragraph shall apply to (a) any proceeding to which the Mortgagee or the holders of the Notes shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Indebtedness hereby secured; (b) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparation for the defense of or investigation of any threatened suit, claim or proceeding which might affect the Property or the security hereof, whether or not actually commenced.

9.02 Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver of the person or persons, if any, liable for the payment of the Indebtedness and other sums secured hereby and without regard to the then value of the Property and the Mortgagee hereunder may be placed in possession of the Property. The receiver shall have power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, as well as during any further times when the Mortgagee, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property 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 the Indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.

9.03 The proceeds of any sale of all or any portion of the Property and the earnings of any holding, leasing, operating or other use of the Property shall be applied by the Mortgagee in the following order:

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- (a) first, to the payment to the Mortgagee of the costs and expenses of taking possession of the Property and of holding, using, leasing, repairing, improving and selling the same;
- (b) second, to the payment of the Mortgagee's attorneys' fees and other legal expenses;
- (c) third, to the payment of accrued and unpaid interest on the Notes;
- (d) fourth, to the payment of the balance of the Indebtedness;
- (e) any surplus shall be paid to the parties entitled to receive it.

## ARTICLE X INSPECTION

10.01 The Mortgagor covenants and agrees that the Mortgagee, or its agents or representatives, may make such inspections of the Property as the Mortgagee may deem necessary or desirable, at all reasonable times and that any such inspections shall be solely for the benefit of the Mortgagee and shall not be relied upon by the Mortgagor for any purpose.

## ARTICLE XI ASSIGNMENT BY MORTGAGEE

11.01 The Mortgagee may assign all or any portion of its interest hereunder and its rights granted herein and in the Notes to any person, trust, financial institution or corporation as the Mortgagee may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of the Mortgagee herein and in the Notes contained and the Mortgagee shall thereupon have no further obligations or liabilities hereunder.

## ARTICLE XII INSURANCE

12.01 (a) The Mortgagor will procure, deliver to and maintain for the benefit of the Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings, structures and improvements now existing or hereafter created on said Property against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Mortgagee may designate. All policies of insurance required hereunder shall be in such form, companies, and amounts as may be acceptable to the Mortgagee, and shall contain a mortgagee clause acceptable to the Mortgagee, with loss payable

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to the Mortgagee. The Mortgagor will promptly pay when due, any premiums on any policy or policies of insurance required hereunder, and will deliver to the Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration dates thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon the Mortgagor's failure to comply with the requirements of this paragraph, the Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by the Mortgagee shall become immediately due and payable by the Mortgagor with interest as described in Section 6.01 hereof, and shall be secured by this Mortgage. The delivery to the Mortgagee of any policy or policies of insurance hereunder, or renewals thereof, shall constitute an assignment to the Mortgagee of all unearned premiums thereon as further security for the payment of the indebtedness secured hereby. In the event any foreclosure action or other proceeding hereunder is instituted by the Mortgagee, all right, title and interest of the Mortgagor in any or to any policy or policies of insurance then in force shall vest in the Mortgagee.

(b) The Mortgagor shall obtain and keep in force during the term of this Mortgage public liability insurance, flood insurance, if applicable, and such other types of insurance in such amounts and in such form as the Mortgagee shall require. Such insurance shall name the Mortgagee as a co-insured and shall provide that it may not be cancelled or materially modified except after 30 days' prior written notice to the Mortgagee. The Mortgagor shall deliver evidence of such insurance to the Mortgagee in such form and at such times as the Mortgagee may reasonably require.

12.02 (a) In case of damage to or the destruction of the improvements on the Property by fire or other casualty, the Mortgagor, at the Mortgagor's election exercised within thirty (30) days after the occurrence of loss or casualty, may (provided no Event of Default has occurred) cause all proceeds of insurance to be applied to the Indebtedness or the restoration to their former condition of the improvements damaged or destroyed; provided, that the Mortgagor's right to elect to have the proceeds applied to restoration of the improvements shall be conditioned upon the Mortgagor's presenting to the Mortgagee concurrently with notice of the Mortgagor's election, evidence reasonably satisfactory to the Mortgagee that (i) the proceeds of insurance are sufficient to repair or restore improvements, or, if such proceeds are insufficient, that the Mortgagor has deposited with the Mortgagee funds which, when added to the proceeds of insurance, shall be sufficient to repair or restore, and (ii) the Mortgagor can complete such repairs or restoration prior to the date when the Notes becomes due and payable. In the event the Mortgagor does not or is not entitled to make the election aforesaid, the Mortgagee may decide whether the insurance proceeds shall be applied against the debt secured hereby or in the repair or restoration of the improvements.

(b) In the event the insurance proceeds are to be applied to the Indebtedness, the Mortgagee may collect all proceeds of insurance after deduction of all reasonable expense of collection and settlement, including attorneys' and adjustors' fees and charges, and apply same against the Indebtedness. If the proceeds are insufficient to pay such Indebtedness in full, the Mortgagee may declare the balance remaining unpaid immediately due and payable, and avail

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itself of any of the remedies provided for in the event of any default. Any proceeds remaining after application upon the Indebtedness shall be paid by the Mortgagee to the Mortgagor.

(c) In the event the insurance proceeds are to be used to rebuild the improvements, the Mortgagee may collect and retain the insurance proceeds and disburse same. The Mortgagor shall proceed with diligence to make settlement with insurers and cause the proceeds of the insurance to be deposited with the Mortgagee.

## ARTICLE XIII MISCELLANEOUS

13.01 The rights of the Mortgagee arising under the provisions and covenants contained in this Mortgage, the Notes and other documents securing the Indebtedness or any part thereof shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision, anything herein or otherwise to the contrary notwithstanding.

13.02 A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Notes or any other documents given by the Mortgagor to secure the Indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect. No waiver shall be asserted against the Mortgagee unless in writing signed by the Mortgagee.

13.03 No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

13.04 All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All notices, demands and requests by the Mortgagee to the Mortgagor shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to the Mortgagor at the address set forth above or to such other address as the Mortgagor may from time to time designate by written notice to the Mortgagee given as herein required.

All notices, demands and requests by the Mortgagor to the Mortgagee shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to the Mortgagee at the address set forth or to such other address as the Mortgagee may from time to time designate by written notice to the Mortgagor.

13.05 If any action or proceeding shall be instituted to evict the Mortgagor or recover possession of the Property or any part thereof, or for any other purpose affecting the Property

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or this Mortgage, or if any notice relating to a proceeding or a default is served on the Mortgagor, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Mortgagee a true copy of each notice, petition, or other paper or pleading, however designated.

13.06 Each and all of the covenants and obligations of this Mortgage shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns, subject at all times nevertheless to all agreements and restrictions herein contained with respect to the transfer of the Mortgagor's interest in the Property covered by this Mortgage.

13.07 If one or more of the provisions of this Mortgage shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Mortgage and the validity, legality and enforceability of the remaining provisions contained herein, shall not in any way be affected or impaired thereby. Without limiting the generality of the foregoing, any provision herein, or in the Notes to the contrary notwithstanding, the Mortgagee shall in no event be entitled to receive or collect, nor shall or may amounts receive hereunder be credited, so that the Mortgagee shall be paid, as interest, a sum greater than the maximum amount permitted by law. If any construction of this Mortgage or the Notes indicates a different right given to the Mortgagee to ask for, demand or receive any larger sum, as interest, such as a mistake in calculation or in wording, which this clause shall override any control, and proper adjustment shall automatically be made accordingly.

13.08 This Mortgage also secures future advances made under the Notes within twenty years from the date hereof in an aggregate principal amount not to exceed the face amount of the Notes, which future advances shall have the same priority as if all such future advances were made on the date of execution hereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.

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

MORTGAGOR:

JOHNSON PUBLISHING COMPANY, INC.

[Affix Corporate Seal  
Here]

By: *Robert Johnson*

Title: *Chairman & C. E.O.*

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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(Corporate Acknowledgment)

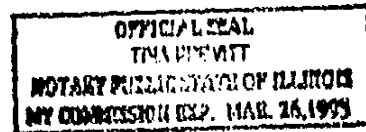
## ACKNOWLEDGMENT

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 the above-named John H. Johnson of JOHNSON PUBLISHING COMPANY, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman CEO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and that the corporate seal of said Company was affixed to said instrument as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of April \_\_, 1994.

Tina Perotti  
NOTARY PUBLIC



My Commission expires: \_\_\_\_\_

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This mortgage was prepared by The First National Bank of Chicago's Law Department.

Mail to:

The First National Bank of Chicago  
One First National Plaza  
Suite 0286; 1-11  
Chicago, Illinois 60670  
ATTENTION: Leane English Cerven  
Counsel

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9-2010-113



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## EXHIBIT A

- (A.) Lot 2 and Lot 3 (except the South 50-1/2 feet) in Block 7 in Fractional Section 15 Addition to Chicago Section 15, Township 39 North, Range 14, East of the Third Principal Meridian.

Real Estate Index No. 17-15-305-001-0000  
Volume 510

Address: 61 East 8th Street  
Chicago, Cook County, Illinois 60605

- (B.) Lot 5 (except the North 52.17 feet thereof) and the North Half of Lot 8 in Block 17 in Fractional Section 15, Township 39 North, Range 14, East of the Third Principal Meridian.

Real Estate Index Nos. 17-15-305-015-0000  
17-15-305-016-0000

Address: 820 South Michigan Avenue  
Chicago, Cook County, Illinois 60605

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