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MORTGAGE (Illinois)

Loan No. 9552

THIS MORTGAGE, Made this 11th day of April 1994, between GREAT LAKES REIT, INC., a Maryland corporation

County of Cook, State of Illinois

(hereinafter referred to as "Mortgagor") and GENERAL AMERICAN LIFE INSURANCE COMPANY, a Missouri corporation, having its principal office at 700 Market Street, St. Louis, Missouri 63101, and licensed to do business in the State of Illinois (hereinafter referred to as "Mortgagee");

WITNESSETH: That Mortgagor hereby grants, bargains, conveys, mortgages and warrants to Mortgagee, the following described real estate, situate, lying and being in the City of Northbrook, County of Cook, and State of Illinois, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(The street address of the herein described premises is: 3400 Dundee Road, Northbrook, Illinois 60062; and the Tax Parcel Identification Numbers affecting Parcels 1, 2 and 3 as described herein are: 04-05-304-019, 04-05-304-020, and 04-05-304-014.)

COOK COUNTY, ILLINOIS FILED FOR RECORD

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together with all leases, rents and other revenue thereof and all and singular the tenements, hereditaments and appurtenances to the above described property belonging, or in anywise appertaining, including any after-acquired title, reversions, franchise, license, party wall, right-of-way, water right or easement, and also together with all right, title and interest of Mortgagor, from time to time, in and to any and all buildings and improvements and heating, lighting, plumbing, cooking, ventilating, air conditioning and refrigerating equipment, elevators and motors, engines and machinery, sprinkler systems, ice boxes, stoves and screen doors, screens, awnings, window shades, floor coverings, fixtures, apparatus, equipment and other property now or hereafter owned by Mortgagor, or any successors in title, and attached to or used in connection with the real estate hereinabove described, all of which property, together with any and all replacements thereof, and all similar apparatus, equipment or articles placed in or upon the mortgaged premises, shall be deemed to be fixtures and an accession to the freehold, and a part of the realty as between the parties hereto and all persons claiming by, through or under them, and shall be deemed a portion of the security for the indebtedness herein mentioned and secured by this mortgage, and all of the property hereinbefore mentioned is hereinafter designated as "mortgaged property";

TO HAVE AND TO HOLD the mortgaged property, together with all and singular the privileges and appurtenances, tenements, hereditaments, easements, party walls and rights of way thereunto belonging or usually enjoyed with said mortgaged property or any part thereof, and the reversions, remainder and remainders, unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of the mortgaged property or any part thereof after any default in or breach of any of the covenants, agreements or provisions herein contained, which said rights and benefits Mortgagor hereby expressly releases and waives;

FOR THE PURPOSE OF SECURING: First, payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof) dated evenly herewith made by Mortgagor in the original principal sum of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 Dollars \$2,300,000.00 payable to the order of Mortgagee in lawful money of the United States of America, with interest from date

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Loan No.

MORTGAGE

to

GENERAL AMERICAN LIFE INSURANCE COMPANY

GENERAL AMERICAN LIFE INSURANCE COMPANY

700 Market St.

St. Louis, Missouri 63101

P-507 (3-67)

SEE ATTACHED EXHIBIT "B" FOR ACKNOWLEDGMENT

Richard L. Kahl, Secretary

By:

GREAT LAKES REIT, INC., a Maryland corporation

IN WITNESS WHEREOF, Mortgagee has executed these presents this day and year first above written.

24. Mortgagee, its successors and assigns, will furnish to Mortgagee, within 30 days of each anniversary date of this instrument, the following information: (1) income and expense statements with respect to the herein described property; (2) rent roll with respect to the herein described property, showing area leased, monthly rent, expense contributions and lease expiration dates; and (iii) current financial statements on Mortgagee. Such information shall be sworn to, and based upon records compiled in conformity with recognized accounting practices.

25. Mortgagee, its successors and assigns, shall not limit or affect any of the terms of this mortgage. This mortgage shall be governed in accordance with the internal laws of the State of Illinois. The headings of the paragraphs hereof are for convenience only, and shall not limit or affect any of the terms of this mortgage. This mortgage shall be governed in accordance with the internal laws of the State of Illinois. The headings of the paragraphs hereof are for convenience only, and shall not limit or affect any of the terms of this mortgage.

26. Miscellaneous. The enforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs hereof shall not render any other provisions, clauses, sentences and/or paragraphs hereof unenforceable or invalid. Whenever the context requires, reference herein made to the singular shall be understood as including the plural, and likewise the plural shall be understood as denoting the singular. Words denoting sex shall be construed to include the masculine, feminine and neuter, when such construction is appropriate, and specific mention shall not exclude the general but shall be considered as cumulative. Time is of the essence hereof. Every covenant and agreement herein of Mortgagee shall run with the land, is a condition upon which the loan secured was made, and is of the essence of this instrument, and breach of any thereof shall be deemed a material breach going to the substance hereof.

27. Indemnification and Release. Mortgagee will protect, save harmless and indemnify Mortgagee from and against any and all claims, liabilities, costs and expenses, of whatever nature, including attorneys' fees, which may arise or result, directly or indirectly, by reason of the use or operation of the mortgaged property or any part thereof or by reason of any suit or proceeding in or to which Mortgagee may be a party for the purpose of protecting the lien of this mortgage or its rights hereunder. No liability shall be enforced or asserted against Mortgagee in the exercise of the powers herein granted to it and Mortgagee expressly waives and releases any such liability.

28. Satisfaction of Mortgage. The condition of this mortgage is such that if Mortgagee shall well and truly make all payments called for herein and in said note in accordance with its terms, and shall perform and comply with each and all of the covenants, conditions and agreements therein in said note or in this mortgage, then this mortgage shall be null and void, but otherwise the same shall remain in full force and virtue in law. When this mortgage shall have been fully paid in accordance with its terms, the name shall be duly released by Mortgagee and all legal fees and expenses pertaining to such release shall be paid by Mortgagee.

29. Successors and Assigns. The terms used to designate any of the parties herein shall be deemed to include the heirs, representatives, successors and assigns of such parties; and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby.

30. Due-on-Sale. In the event the mortgaged property, or any part thereof, or any interest therein (including but not limited to the beneficial interest of any trust which holds title to the mortgaged property) are sold, conveyed, transferred or alienated, the note and obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

31. Waivers by Mortgagee. Mortgagee hereby waives, to the extent permitted by law, the benefits of all valuation, appraisal, exemption, stay, redemption and mortuorum laws, now in force or which may hereafter become laws, and Mortgagee, on behalf of itself and each and every person, except its decedent or judgment creditors hereafter acquiring any interest in or title to the mortgaged property, hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage.

32. Change in Law. In the event of the passage, after the date of this mortgage, of any law of the State of Illinois, deducting from the value of real estate for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or debt secured thereby, for state or local purposes, or the manner of the collection of any such taxes, so as to affect the interest of the Mortgagee hereunder, or imposing upon Mortgagee the payment of the whole or any part thereof, the whole of the principal sum secured by this mortgage, together with interest accrued hereon, shall at the option of Mortgagee, after thirty (30) days' notice to the Mortgagee or the then record owner of said mortgaged property, become immediately due and payable, and Mortgagee shall, in any such event, pay such taxes, liens and impositions.

33. Waivers by Mortgagee. Mortgagee hereby waives, to the extent permitted by law, the benefits of all valuation, appraisal, exemption, stay, redemption and mortuorum laws, now in force or which may hereafter become laws, and Mortgagee, on behalf of itself and each and every person, except its decedent or judgment creditors hereafter acquiring any interest in or title to the mortgaged property, hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage.

34. Change in Law. In the event of the passage, after the date of this mortgage, of any law of the State of Illinois, deducting from the value of real estate for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or debt secured thereby, for state or local purposes, or the manner of the collection of any such taxes, so as to affect the interest of the Mortgagee hereunder, or imposing upon Mortgagee the payment of the whole or any part thereof, the whole of the principal sum secured by this mortgage, together with interest accrued hereon, shall at the option of Mortgagee, after thirty (30) days' notice to the Mortgagee or the then record owner of said mortgaged property, become immediately due and payable, and Mortgagee shall, in any such event, pay such taxes, liens and impositions.

35. Change in Law. In the event of the passage, after the date of this mortgage, of any law of the State of Illinois, deducting from the value of real estate for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or debt secured thereby, for state or local purposes, or the manner of the collection of any such taxes, so as to affect the interest of the Mortgagee hereunder, or imposing upon Mortgagee the payment of the whole or any part thereof, the whole of the principal sum secured by this mortgage, together with interest accrued hereon, shall at the option of Mortgagee, after thirty (30) days' notice to the Mortgagee or the then record owner of said mortgaged property, become immediately due and payable, and Mortgagee shall, in any such event, pay such taxes, liens and impositions.

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Property of Cook County

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covenant or agreement herein contained for any purpose, with interest thereon from date of default until paid at the rate of percent (. %) per annum (hereinafter "Default Rate"), and will pay promptly when due and payable all indebtedness evidenced by said note.

7. Claims Against Property. Mortgagor promptly will pay and settle or cause to be removed all claims against any of the mortgaged property which affect the rights of Mortgagee hereunder and will appear in and defend any action or proceeding purporting to affect the lien of this mortgage or the rights or powers of Mortgagee hereunder, and Mortgagor will pay all expenses incident thereto.

8. Books of Account. Mortgagor will maintain complete books of account and records pertaining to the mortgaged property; will allow Mortgagee to inspect at any time all such books and records; and will furnish promptly and fully at any time, upon written request and in such form as Mortgagee may require, audits of Mortgagor's books of account with respect to said property and any and all additional information concerning said property and Mortgagor's business, past operations and prospects.

9. Condemnation. All judgments, decrees and awards for injury or damage to the mortgaged property and all awards pursuant to proceedings for condemnation thereof, or any part thereof, as rent or otherwise and whether for a temporary taking or otherwise, are hereby assigned in their entirety to Mortgagee who may apply the same to all reasonable charges in connection with the collection thereof and to the indebtedness secured hereby in such manner as it may elect, and Mortgagee is hereby authorized in the name of Mortgagor to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Settlement shall be made pursuant to any proceedings for condemnation only with the consent of Mortgagee. Provided, however, Mortgagee shall not be held responsible for any failure to collect awards.

10. Indulgences or Forbearances. Mortgagee may at any time and without notice deal in any way with Mortgagor, or grant to Mortgagor any indulgences or forbearances or any extension of the time for payment of any indebtedness secured hereby, or may release portions of the mortgaged property from the lien hereof, without affecting the personal liability of any person for the payment of the indebtedness secured hereby or the priority of the lien of this mortgage upon the remainder of the mortgaged property for the full amount of the indebtedness then remaining unpaid.

11. Cumulative Remedies; No Waiver. Every right and remedy provided in this mortgage shall be cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; and no acceptance of the performance of any obligations as to which Mortgagor shall be in default or failure to exercise any rights or remedy upon a particular default or breach shall be construed as a waiver of the same or any other default then, heretofore or hereafter existing.

12. Assignment of Leases and Rents. Mortgagor does hereby assign, transfer and set over unto the Mortgagee all leases (whether written or oral), rents, revenues and income on and from the property covered by this mortgage, as additional security for the indebtedness and the performance of the covenants, conditions, covenants and agreements to be performed on the part of Mortgagor hereunder, and the Mortgagee in given a prior and continuing lien thereon. Upon default in the payment of any installment of principal or interest of any note or notes secured hereby or upon default in the performance of any of the conditions, covenants or agreements herein contained, the Mortgagee, itself, or through its duly authorized agent, shall be entitled to immediate possession of the mortgaged property and shall have the right to control, manage and operate the same and collect the rents and revenue therefrom, and rent, lease or let all or any part of the mortgaged property to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine, and after the deduction of the expenses incidental thereto including reasonable attorney's fees, shall apply the rents and revenue derived from the mortgaged property to the payment of any indebtedness then due and secured hereby or incurred hereunder, in such manner as Mortgagee may elect, and after all causes of default shall have been remedied and after making such provisions for the next maturing obligations as the Mortgagee shall deem advisable, said property and any surplus remaining in the hands of Mortgagee shall be turned over to the Mortgagor or to the party entitled thereto; provided, however, that, unless there is a default under the terms of this mortgage or of the said note or notes, Mortgagor may continue to collect and enjoy said rents, revenues and income as they accrue without accountability to the Mortgagee, but in no event shall Mortgagor collect more than two months' rental in advance or waive, release, reduce or discount any part of the rents to accrue for any part of the mortgaged property without first receiving the written consent of Mortgagee. Mortgagor waives any rights of set-off against any person in possession of any part of the mortgaged property, and agrees that it will not assign any of the rents or profits from the mortgaged property except with the consent of Mortgagee. This assignment of leases, rents, revenues and income shall be irrevocable and in addition to other remedies herein provided for in the event of default, but the Mortgagee shall be under no liability by reason of its failure or inability to collect any rents, revenues or income herein assigned. This assignment shall apply to all rents, revenues and income hereinafter accruing from present leases and tenants and from all leases and rentals hereafter made by the present or any future owners of the property. The power of entry and the powers incident thereto as in this paragraph provided for may be exercised as often as occasion therefor shall arise, and their exercise shall not suspend or modify any other right or remedy hereunder.

13. Receiver. Upon commencement of any foreclosure proceeding, in the court in which said proceeding is filed, at any time thereafter, either before or after sale, and without notice to Mortgagor or any party claiming under him, and without Mortgagee giving bond (such notice and bond being hereby expressly waived), and also without reference to the lien value of the mortgaged property, to the use of said property as a homestead, or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a Receiver for the benefit of Mortgagee, with power to take immediate possession of the mortgaged property, manage, rent and collect the rents, issues and profits thereof during the pendency of such foreclosure suit and, in case of sale and deficiency, during the statutory period of redemption, if any, and such rents, issues and profits, when collected, may be applied toward the payment of any indebtedness then due and secured hereby, and the costs, taxes, insurance or other items necessary for the protection and preservation of the mortgaged property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if Mortgagee shall bring, intervene in or defend any other action to protect or establish any of its rights hereunder, the Mortgagor will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing, intervening in or defending any such action, including reasonable attorneys' fees, all of which shall be added to the indebtedness secured hereby.

14. Default, Remedies. If default be made in the performance of any covenant or agreement of Mortgagor herein contained or in making any payment under said note (or any extension or renewal thereof) or as herein provided; or if any party liable for the indebtedness secured hereby file a voluntary petition in bankruptcy, make an assignment for the benefit of any creditor, or be declared bankrupt or insolvent; or if a debtor's or creditor's petition, filed pursuant to the provisions of the Bankruptcy Act as amended, affecting the mortgaged property, be approved; or if the mortgaged property be placed under control or in custody of any court; or if Mortgagor abandon any of the mortgaged property; then in any of said events, Mortgagee is hereby authorized and empowered at its option, without notice and without affecting the lien hereby created, or the priority of said lien or any right of Mortgagee hereunder:

(a) To perform any such defaulted covenant or agreement to such extent as Mortgagee shall determine and to do and perform such other acts with respect to mortgaged property as Mortgagee shall deem necessary and advance such moneys as Mortgagee shall deem advisable for any of the aforesaid purposes, and all moneys so advanced by Mortgagee, with interest thereon from date advanced until repaid at the Default Rate, shall be secured hereby, and shall be repaid promptly without demand, but nothing herein contained shall be construed as requiring Mortgagee to advance money or to take any affirmative action for any of the aforesaid purposes;

(b) To declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and to enforce any of the rights which accrue to Mortgagee hereunder, and proceed to foreclose this mortgage, and to exercise all other rights and remedies it has at law or in equity.

No right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right or remedy, but every right and remedy herein provided shall be cumulative, and shall be in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity.

15. Foreclosure Expenses. In case of foreclosure of this mortgage in any court of law or equity whether or not any order or decree shall have been entered therein, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' 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 all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be 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 mortgaged property. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

16. Acceleration of Debt. The act of Mortgagor in exercising its option electing to declare the entire indebtedness secured hereby due and payable upon breach of any of the covenants or agreements herein contained may be evidenced by the filing of proceedings to foreclose this mortgage, by the filing of a suit in ejectment to obtain possession of the mortgaged property, by the filing of suit upon the note

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6. Payment of Advances and Note. Mortgagor will repay to Mortgagee, immediately and without demand, in lawful money of the United States of America, in Mortgagee's office, 700 Market Street, St. Louis, Missouri 63101, or at such other place as Mortgagee in writing may direct, all funds hereafter advanced by Mortgagee to the Mortgaged Property, or for the benefit of the Mortgaged Property, pursuant to any

documents relating to the mortgaged property. 5. Compliance with Law and Agreements. Mortgagee will keep and comply with all laws, ordinances, regulations, rules, orders and decrees of any legislative, executive, administrative or judicial body affecting the mortgaged property or its use. Mortgagee shall pay promptly and keep, observe, perform and comply with all covenants, terms and provisions of operating agreements, leases, instruments and documents relating to the mortgaged property.

4. Maintenance. No Mechanized Lenses, Inspections. Mortgagee will maintain the mortgaged property free from waste or nuisance of any kind and in good condition, and make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the mortgaged property and the value thereof, will not alter, destroy or remove any of the buildings, improvements or property covered by this mortgage, or permit the same to be altered, destroyed or removed, or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Mortgagee. Mortgagee will complete in a good, workmanlike manner any building which is being or may be commenced or repaired thereon, will pay when due all claims for labor performed and materials furnished, and will not permit any lien of mechanic or material man to attach to mortgaged property. No lien provided for by the Statute of the State of Illinois in favor of any one furnishing labor or materials in the erection or repair of any building and improvements, now or hereafter, on mortgaged property shall attach to said mortgaged property, building or improvements, except as subject and subordinate to the lien of this mortgage, and any one dealing with said mortgaged property after the recording of this mortgage is hereby charged with notice of and consent to this addition, and with a waiver of any lien except as subject and subordinate hereto. The Mortgagee will permit Mortgagee, its agents or representatives, to inspect the mortgaged property at any reasonable time, and will comply with any requirements made by Mortgagee with respect to the mortgaged property or the management thereof.

3. Tax and Insurance Expenses. For the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums that will become due and payable to the mortgagee on the date of installment of principal and interest was payable, an amount equal to the taxes, assessments, governmental charges and insurance premiums next due (as estimated by Mortgagee), less amounts already deposited therefor, divided by the number of months in the year prior to the date when such taxes, assessments, governmental charges and insurance premiums will become due and payable. The amount so deposited with the Mortgagee are to be held without interest and shall be applied by it to the payment of said taxes, assessments, governmental charges and insurance premiums as they become due and payable. If at any time Mortgagee deems the amount deposited insufficient to pay said taxes, assessments, governmental charges and insurance premiums, Mortgagee will deposit with Mortgagee any amount necessary to make up the deficiency.

2. Insurance. Mortgagee will keep and pay for the building and other insurable property, now or hereafter erected or placed in or on said mortgaged property, to be insured as required by the Mortgagee against loss or damage by fire, windstorm, lightning, explosion, tornado, riot or consequences of war and other hazards, casualties and co-mingleds, and will carry any other kinds of insurance in such amount and for such periods as may from time to time be required by Mortgagee, and not less than thirty (30) days prior to the expiration of any policy of insurance. Mortgagee will deliver to Mortgagee renewal or non-renewal notices in like amount covering the same, together with receipts (showing the premium therefor have been paid in full). All insurance shall be carried in insurance companies approved by Mortgagee, and the policies shall include the standard provision making loss payable to Mortgagee as first mortgagee, and provide for not less than thirty (30) days prior written notice to Mortgagee in the event of cancellation or material modification thereof. All policies of insurance shall be delivered to and held by Mortgagee, and Mortgagee will pay premium when due all premiums for such insurance. Should any loss occur to insured property, the Mortgagee is hereby appointed attorney in fact for the Mortgagee to make proof of loss if Mortgagee fails to do so promptly, and to receipt for any sums collected under said policies, which said sums, or any part thereof, at the option of the Mortgagee may be applied as payment on all reasonable charges in connection with the collection thereof and as payment on the Mortgagee's behalf to the Mortgagee of any loss or damage to the said property and will not adjust or settle such loss without the written consent of Mortgagee. In the event of foreclosure of this mortgage, all right, title and interest of Mortgagee in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale and Mortgagee is hereby appointed attorney in fact for the Mortgagee to assign and transfer said policies. The Mortgagee shall not be responsible for any insurance upon the said property or for the collection of any insurance money or for the insolvency of any insurer.

1. Taxes. Mortgagee will, while any of the indebtedness secured hereby remains unpaid, pay, at least ten (10) days before they become delinquent, all taxes (both general and special), assessments and governmental charges lawfully levied or assessed, or that become a lien, against the mortgaged property or any part thereof, will promptly furnish the Mortgagee the receipts, or such other evidence of payment as might be required by Mortgagee, showing such payments, and will allow no payment, or any part thereof, to be sold or transferred for any tax, assessment or governmental charge whatsoever. Any irregularities or defects in the levy or assessment of taxes, assessments, and governmental charges paid by the Mortgagee are hereby expressly waived and receipt by the proper officer shall be conclusive evidence both as to the amount and validity of such payments.

FOR THE CONSIDERATION OF FORESAID, it is further ~~conveyed~~ and agreed by Mortgagee to and with Mortgagee that:

Second, payment by Mortgagee to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision of this mortgage; and Third, performance of each and every covenant and agreement of Mortgagee herein contained. The Mortgagee covenants with the Mortgagee that Mortgagee is lawfully seized in fee of the mortgaged property; that said property is free from all encumbrances and liens whatsoever; that Mortgagee has a good and legal right to sell and convey the same to Mortgagee; and that Mortgagee will warrant and defend the title to said property to Mortgagee forever against the claims and demands of any person or persons whatsoever; and Mortgagee will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all and every such further assurances in law for the better assuring, conveying, assigning and transferring unto Mortgagee, all and singular the mortgaged property hereby conveyed, assigned or transferred, or intended so to be or which Mortgagee may be or hereafter become bound to convey, assign or transfer to Mortgagee in such manner as the Mortgagee shall require. ^{covenanted} It is further ~~conveyed~~ and agreed by Mortgagee to and with Mortgagee that:

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interest thereupon shall cease upon the principal so credited. principal sum and interest accrued thereon, on the first day of May, 2009. Each payment shall be credited on interest then due and the remainder on principal, and thereafter, to and including the first day of April, 2009, and the balance of said dollars (\$21,814.35), and a like amount on the first day of each succeeding month day of June, 1994, the sum of FORTY-ONE THOUSAND EIGHT HUNDRED FORTY-FIVE AND 35/100 (\$41,814.35) per annum, principal and interest payable in installments as follows: On the first day of July, 1994, the sum of SEVEN AND SEVEN-EIGHTHS (7 7/8) percent thereof on unpaid principal at the rate of seven and seven-eighths percent

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EXHIBIT "A"

PARCEL 1:

THE NORTH 1 ACRE OF THE WEST 2 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET OF THE WEST 16 FEET) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 4 ACRES (EXCEPT THEREFROM THE FOLLOWING: THE NORTH 1 ACRE OF THE WEST 2 ACRES THEREOF; THE WEST 16 FEET OF THE SOUTH 1 ACRE OF THE WEST 2 ACRES THEREOF, AND THE SOUTH 50 FEET (THEREOF) OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 3, AS CREATED BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK, LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1978 AND KNOWN AS TRUST NUMBER 10-33602-09 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 1983 AND KNOWN AS TRUST NUMBER 60300, DATED JULY 9, 1984 AND RECORDED JULY 13, 1984 AS DOCUMENT 27171232, AND BY NON-EXCLUSIVE EASEMENT AGREEMENT BETWEEN THE ABOVE-MENTIONED PARTIES, DATED SEPTEMBER 11, 1985 AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85320712 FOR INGRESS, EGRESS, DRIVEWAY AND OFF-STREET PARKING OVER PORTIONS OF THE FOLLOWING LEGAL DESCRIPTIONS:

PARCEL "A":

THE WEST 2 ACRES (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 4 ACRES OF THE WEST 10 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

PARCEL "B":

THE EAST 2 ACRES OF THE WEST 6 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN IN CASE NO. 70L1934, BY THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

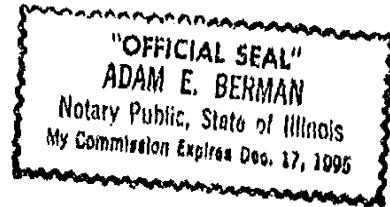
STATE OF ILLINOIS

COUNTY OF COOK } SS

On this 11th day of April, 1994, before me, the undersigned Notary Public, personally appeared Richard L. Rasley, known to me and known to me to be the Secretary of GREAT LAKES REIT, INC., a Maryland corporation, and who acknowledged under oath that he executed the within instrument as the free act and deed of the said corporation.

Adam E. Berman
Notary Public

My commission expires: 12/17/95



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