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COOK COUNTY, ILLINOIS
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THIS DOCUMENT PREPARED BY AND UPON
RECORDING IS TO BE RETURNED TO:

THOMAS P. DUFFY
WILDMAN, HARROLD, ALLEN & DIXON
225 WEST WACKER DRIVE, SUITE 2600
CHICAGO, ILLINOIS 60606-1229

APR 22 1994 3:21 PM

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COMMERCIAL MORTGAGE

THIS MORTGAGE is made as of this 15th day of April, 1994, by AMALGAMATED TRUST & SAVINGS BANK, not personally, but solely as Trustee under Trust Agreements dated March 24, 1993 and June 10, 1993, respectively, and known as Trust Nos. 5578 and 5590, respectively (individually and collectively "Mortgagor"), whose business address is One West Monroe Street, Chicago, Illinois 60603 to COLE TAYLOR BANK, an Illinois banking corporation, doing business in the State of Illinois, whose address is 5501 West 79th Street, Burbank, Illinois 60459 (herein, together with its successors and assigns, including each and every from time to time holder of the Note hereinafter referred to, called "Mortgagee").

WHEREAS, Mortgagor has concurrently herewith executed and delivered to Mortgagee, a promissory note (herein called the "Note") dated as of April 15, 1994, in the original principal amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) in repayment of a loan ("Loan") from Mortgagee to Mortgagor in like amount, or so much thereof as may now or hereafter be disbursed or advanced by Mortgagee under the Note, together with interest thereon at the per annum rate of the Prime Rate (as defined in the Note) plus one and one-half percent (1-½%) prior to the occurrence of an Event of Default (as defined in the Note) and, after the occurrence of an Event of Default, at the interest rate of the Prime Rate plus four and one-half percent (4-½%), in installments as set forth in the Note, the entire unpaid principal balance and accrued interest being due and payable on April 15, 1995 (the "Maturity Date"), with the terms and provisions of the Note being incorporated herein and made a part hereof by this reference with the same effect as if set forth at length.

WHEREAS, the indebtedness evidenced by the Note, including the principal thereof and interest and premium, if any, thereon, and any amendments, extensions, modifications and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as provided herein or in the Note, together with all obligations and indebtedness due Mortgagee under this Mortgage and the "Loan Documents" (as defined in the Note) executed and delivered in connection with the Note are hereinafter called the "Liabilities."

NOW, THEREFORE, to secure payment of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby

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grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns, the real estate commonly known as 175th Street and Halsted, Homewood, Cook County, Illinois, and legally described on Exhibit A attached hereto and by this reference made a part hereof, which real estate, together with the property described in the next succeeding paragraph is herein called the "Mortgaged Premises";

TOGETHER WITH all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to (a) any lands occupied by streets, alleys, or public places adjoining said Mortgaged Premises or in such streets, alleys or public places; (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining; (c) all apparatus, machinery, equipment, and appliances (whether single units or centrally controlled) of Mortgagor now or hereafter used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration or to treat or dispose of refuse or waste; (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Mortgagor; (e) all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate or intended for the use of convenience of tenants, one; occupants, or patrons thereof; (f) all items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate; (g) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to said real estate; and (h) all proceeds of the foregoing. It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

It is also agreed that if any of the property herein mortgaged is a fixture or 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 a 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.

As additional security for the Liabilities secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, all the rents, issues and profits of the Mortgaged Premises and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as downpayment for the purchase of all or any part of the Mortgaged Premises) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Mortgaged Premises and does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Premises). Mortgagor agrees not to procure or accept the prepayment of any rents or other income from the Mortgaged Premises for more than one month, except with the prior written consent of the Mortgagee. Mortgagor

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further agrees to execute and deliver such assignments of leases or assignments of land purchase contracts as Mortgagee may from time to time request. In the event of a default under the Note or this Mortgage, (1) Mortgagor agrees, upon demand, to deliver to the Mortgagee all leases, land purchase contracts and other agreements for the ownership or occupancy of any part of the Mortgaged Premises, with such additional assignments thereof as Mortgagee may request and agrees that Mortgagee may assume the management of the Mortgaged Premises and collect the rents and other income therefrom, applying the same upon the Liabilities and (2) Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Mortgaged Premises to pay all rents and other income due under said leases and agreements to Mortgagee upon request of Mortgagee. Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage said property and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary. Mortgagee shall receive such rents and other income of said Mortgaged Premises, out of which it shall pay: (1) reasonable charges for collection hereunder, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums and all of the Liabilities. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, or mineral leases of the Mortgaged Premises, or any part thereof, now existing or hereafter made, and apply the same upon the Liabilities hereby secured, either before or after default hereunder.

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 Mortgaged Premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Premises, properties, rights and privileges hereby conveyed or assigned, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and Mortgagor hereby covenants that, at the time of the sealing and delivery of these presents, Mortgagor is well seized of said real estate and Mortgaged Premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances, except for

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encumbrances as listed on Exhibit B attached hereto and incorporated herein ("Permitted Encumbrances"), and that Mortgagor will forever defend the same against all lawful claims.

The following provisions shall constitute an integral part of this Mortgage:

1. Payment of Indebtedness and Performance of Covenants. Mortgagor agrees to pay, when due or declared due, all of the Liabilities secured hereby and to duly and punctually and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Note, this Mortgage and all other documents which evidence, secure or guarantee the liabilities hereby secured.

2. Representations. Mortgagor hereby covenants and represents that:

(a) Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated herein.

(b) This Mortgage has been duly executed and delivered pursuant to authority legally adequate therefor; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over it to execute and deliver said instrument; said instrument is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject, however, to bankruptcy and other law, decisional or statutory, of general application affecting the enforcement of creditors' rights, and to the fact that the availability of the remedy of specific performance or of injunctive relief in equity is subject to the discretion of the court before which any proceeding therefor may be brought.

(c) Mortgagor is not now in default under any instruments or obligations relating to the Mortgaged Premises and no party has asserted any claim of default against Mortgagor relating to the Mortgaged Premises.

(d) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, bank loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected, nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.

(e) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the Mortgaged Premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority; Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the Mortgaged Premises.

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(f) Mortgagor has made a physical investigation of the Mortgaged Premises and such other inquiry as may be reasonable, including but not limited to the previous uses of the Mortgaged Premises, and no Environmental Conditions (as defined in section 3(c) hereof) are present on or affect the Mortgaged Premises.

(g) All statements, financial or otherwise, submitted to Mortgagee in connection with this transaction are true and correct in all respects and fairly present the financial condition of the parties or entities covered by such statements as of the date thereof.

(h) Mortgagor's use and operation of the Mortgaged Premises complies with all applicable zoning laws, regulations and ordinances (including health and safety laws). The Mortgaged Premises are zoned to permit the current operation and use of the Mortgaged Premises.

3. Maintenance, Repair, Compliance with Law, etc.

(a) Mortgagor agrees: (i) not to abandon the Mortgaged Premises; (ii) to keep the Mortgaged Premises in good, safe and insurable condition and repair and not to commit or suffer waste; (iii) to refrain from impairing or diminishing the value of this Mortgage; and (iv) to cause the Mortgaged Premises to be managed in a competent and professional manner.

(b) Without the prior written consent of Mortgagee, Mortgagor shall not cause, suffer or permit any (i) material alterations of the Mortgaged Premises except as required by law or ordinance; (ii) change in the intended use or occupancy of the Mortgaged Premises for which the improvements were constructed, including without limitation any change which would increase any fire or other hazard; (iii) change in the identity of the person or firm responsible for managing the Mortgaged Premises; (iv) zoning reclassification with respect to the Mortgaged Premises; (v) unlawful use of, or nuisance to exist upon, the Mortgaged Premises; (vi) granting of any easements, licenses, covenants, conditions or declarations of use against the Mortgaged Premises; or (vii) execution by Mortgagor of any leases without the prior written consent of Mortgagee.

(c) Mortgagor agrees not to cause or permit any toxic or hazardous substance or waste, or underground storage tanks, or any other pollutants which could be detrimental to the Mortgaged Premises, human health, or the environment, or that would violate any local, state or federal laws or regulations (collectively, "Environmental Conditions") to be present on or affect the Mortgaged Premises. If Mortgagee determines that Environmental Conditions either do or may exist at the Mortgaged Premises, or in the event Environmental Conditions are present on or affect the Mortgaged Premises, Mortgagor agrees to indemnify, defend and save Mortgagee, its successors and assigns, harmless, from and against the following: (i) any liability, loss, cost, damage or expense incurred by Mortgagee (including, without limitation, reasonable attorneys' fees and expenses) arising from the imposition or recording of a lien, the incurrence of any clean-up and removal costs under any hazardous waste, environmental protection, spill compensation, clean air and water, or other local, state or federal law

(collectively, the "Environmental Laws") with respect to the Mortgaged Premises, or to any other real or personal property owned by Mortgagor in the State of Illinois, or liability to any third party in connection with any violation of the Environmental Laws or other action by Mortgagor or its agents, and (ii) any loss of value in the Mortgaged Premises as a result of any such lien, such clean-up and removal costs, or such other liability incurred pursuant to (i) above, and (iii) any liability, loss, cost, damage or expense arising from any failure or defect in title occasioned by any of the applicable Environmental Laws.

4. Taxes, Liens.

(a) Mortgagor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the Mortgaged Premises and, at the request of Mortgagee, to exhibit to Mortgagee, official receipts evidencing such payments.

(b) Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Mortgaged Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Mortgaged Premises and excepting only the lien of real estate taxes and assessments not due or delinquent, Permitted Encumbrances, and any liens and encumbrances of Mortgagee.

(c) Mortgagor may contest, at its own expense, by appropriate legal actions or proceedings conducted in good faith and with all due diligence, the amount, validity or enforceability in whole or in part of any taxes described in Subparagraph (a) above or lien or encumbrance described in Subparagraph (b) above affecting the Mortgaged Premises or any part thereof, provided that:

- i) Such legal actions or proceedings are promptly commenced after Mortgagor receives notice of the lien or charge; and
- ii) Mortgagor's legal counsel forwards to Mortgagee and Mortgagee's legal counsel, on a quarterly basis, detailed status reports describing the nature of the action or proceeding; the progress of such action or proceeding to date; describing pleadings filed and any settlement negotiations; evaluating the likelihood of an unfavorable outcome and estimating the amount or range of possible loss; and
- iii) No adverse judgment, decree or other final adjudication be entered or rendered against Mortgagor and there is no risk that the Mortgaged Premises be sold or forfeited to satisfy such taxes, liens or encumbrances during the pendency of such contest; and

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- iv) Mortgagor deposits with Mortgagee or the title insurance company issuing the endorsement as provided for in Subparagraph vi) below, sufficient funds to satisfy such lien or encumbrance, including any interest which shall accrue on such lien or encumbrance during the period of such contest; and
- v) Neither Mortgagor nor Mortgagee would be in any danger of any civil or criminal liability for failure to comply therewith; and
- vi) The title insurance company issues its endorsement insuring against the claim or lien in a manner satisfactory to Mortgagee.

In the event (a) Mortgagor fails to comply with the terms and conditions set forth above or such legal actions or proceedings are not diligently concluded or resolved, then, at the sole option of Mortgagee, Mortgagee shall have those rights set forth in Paragraphs 17 and 18 herein .

5. Change in Tax Laws. Mortgagor agrees that, if the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of or as holder of any of the foregoing then, Mortgagor shall pay (or reimburse Mortgagee for) such taxes, assessments or impositions, and, unless all such taxes, assessments and impositions are paid or reimbursed by Mortgagor when and as they become due and payable, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee, notwithstanding anything contained herein or in any law heretofore or hereafter enacted.

6. Restrictions on Transfer. Mortgagor shall not without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing), whether direct or indirect, voluntarily or involuntarily, by operation of law or otherwise, of any of the following properties, rights or interests which occurs, is granted, accomplished, attempted or effectuated without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer":

(a) the Mortgaged Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Mortgaged Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

(b) all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a Trustee;

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(c) any shares of capital stock of a corporate Mortgagor, a corporation which is a beneficiary of a land trust whose trustee is the Mortgagor, a corporation which is a general partner in a partnership Mortgagor, a corporation which is a general partner in a partnership beneficiary of a trustee Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System); or

(d) all or any part of the partnership or joint venture interest, as the case may be, of any Mortgagor or any direct or indirect beneficiary of a Trustee Mortgagor if Mortgagor or such beneficiary is a partnership or a joint venture.

Transfers for estate planning purposes or by virtue of the death or legal incompetence of a partner's interest in Mortgagor's Beneficiary to such partner's estate planning trust, heirs, legatees or legal representatives shall not constitute a violation of this Section 6; provided that Charles R. Malk and Steven M. Harris shall retain the entire interest in the general partner of Mortgagor's Beneficiary and further provided that all such voluntary transfers shall be subject to the prior reasonable approval of Mortgagee.

Mortgagor acknowledges that Mortgagee shall be under no obligation to consent to any of the foregoing Prohibited Transfers and that any such consent may be subject to changes in the applicable interest rate charged in the Note, the imposition of a fee or to such other modifications to the terms and conditions in the Note, this Mortgage or any other security documents as Mortgagee in its sole discretion may determine.

7. Insurance.

(a) Mortgagor agrees to maintain in force at all times: (i) casualty, fire and extended coverage insurance (including, without limitation, windstorm, earthquake, explosion, flood and such other risks usually insured against by owners of like properties) on the Mortgaged Premises an amount not less than one hundred percent (100%) of the full insurable value of the Mortgaged Premises, but in no event less than the principal balance of the Loan; (ii) comprehensive public liability against death, bodily injury and property damage not less than \$2,000,000.00 single limit coverage; (iii) steam boiler, machinery and pressurized vessel insurance; (iv) rental or business interruption insurance in amounts sufficient to pay, for a period of up to twelve (12) months, all amounts required to be paid by Mortgagor pursuant to the Note and this Mortgage; and (v) the types and amounts of insurance that are customarily maintained by owners or operators of like properties.

(b) Mortgagor will also maintain flood insurance, if required by applicable law, pursuant to a designation of the area in which the Mortgaged Premises are located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended ("Act"), in an amount to be determined by the Mortgagee from time to time, when appropriate.

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as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said Act.

(c) All such insurance shall be written by companies and on forms with endorsements reasonably satisfactory to Mortgagee, all with suitable loss-payable and standard non contribution mortgagee clauses in favor of Mortgagee attached. Certified copies of the policies evidencing the same shall be kept constantly deposited with Mortgagee. All said policies shall provide for written notice to Mortgagee of their expiration or modification or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any such policy, a certified copy of an appropriate renewal policy shall be deposited with Mortgagee. In case of loss, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Liabilities hereby secured, whether due or not then due, or, at Mortgagee's option, may allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the improvements.

(d) Mortgagor shall notify Mortgagee, in writing, of any loss to the Mortgaged Premises covered by insurance, and Mortgagor hereby directs each insurance company to make payment for such loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to Mortgagee.

8. Compliance with Laws. Mortgagor agrees that it will comply with all restrictions affecting the Mortgaged Premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Mortgagor, or any part of the Mortgaged Premises, whether the same be directed to the repair thereof, manner of use thereof, structural alteration of buildings located thereon, or otherwise.

9. Stamp Tax. Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for the stamps in the required amount and deliver them to Mortgagee, and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless whether this Mortgage shall have been released.

10. Financial Statements. Mortgagor will, within one hundred twenty (120) days after the end of each fiscal year of Mortgagor, furnish to Mortgagee, its financial and operating statements for such fiscal year, including, but without limitation, a balance sheet and supporting schedules, detailed statement of income and expenditures and supporting schedules, including depreciation schedules and federal income tax figures and a rent roll for the Mortgaged Premises, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and operating statements shall be prepared and certified by

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a certified public accountant, acceptable to Mortgagee, and in such form as may be reasonably acceptable to Mortgagee, and Mortgagee may, by prior notice in writing to Mortgagor, at Mortgagor's expense, audit the respective books and records at the Mortgaged Premises. In addition, Mortgagor shall furnish to Mortgagee within thirty (30) days of filing, any and all income tax returns filed with the Illinois Department of Revenue or the Internal Revenue Service.

11. Deposits for Taxes and Insurance Premiums. Upon written request by Mortgagee, after the occurrence of the Event of Default, Mortgagor agrees to thereafter make monthly deposits in a non-interest bearing account, which account shall be pledged to Mortgagee, at a bank or similar financial institution acceptable to Mortgagee, of an amount equal to the sum of 1/12th of 105% of the annual general real estate taxes levied on the Mortgaged Premises and 1/12th of 105% of the annual premium required to maintain insurance in force on the Mortgaged Premises in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if unknown, to be estimated by Mortgagee on the basis of the previous year's taxes or premiums, if any, or by such person or corporation as is acceptable to Mortgagee. In the event such escrow account is established, Mortgagor shall provide Mortgagee with the original real estate tax bill or insurance invoice not later than ten (10) days before the payment is due and shall concurrently deposit in said account an amount equal to the difference between the amount available in the aforesaid escrow account for such payment (giving effect to other taxes or expenses which are also to be paid from said account) as shown on Mortgagee's records and the amount required to be paid. Provided that no default has occurred hereunder, funds in such account (including the supplemental deposits required by the preceding sentence) shall be used by Mortgagor to pay such taxes and premiums on their respective due dates. From and after the occurrence of a default under this Mortgage, Mortgagor will pay such funds to Mortgagee for application on the Liabilities. Mortgagee, in its sole discretion, may waive from time to time the requirement that such deposits be made, and if Mortgagee shall at any time waive such requirement, Mortgagor shall furnish Mortgagee with copies of paid tax receipts and insurance premium receipts not later than five (5) days before the payment is due.

12. Leases. Mortgagor agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the occupancy of the Mortgaged Premises at any time assigned to Mortgagee by separate instrument as additional security, and to refrain from any action or inaction which would result in termination of any such leases or agreements or in the diminution of the value thereof or of the rents or revenues due thereunder. Mortgagor further agrees that any lease of the Mortgaged Premises made after the date of recording of this Mortgage shall contain a covenant to the effect that such lessee shall, at Mortgagee's option, agree to attorn to Mortgagee as lessor and, upon demand, to pay rent to Mortgagee.

13. Indemnification. Mortgagor agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' and paralegals' fees and expenses and the costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which

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Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage, and all such fees, expenses and costs shall be additional Liabilities secured hereby.

14. Condemnation. Mortgagor agrees that, if at any time it shall become aware of the institution of condemnation proceedings against the Mortgaged Premises or any part thereof, it shall immediately inform Mortgagee of the pendency of such proceedings. Mortgagee may, at its option, participate in such proceedings, and Mortgagor agrees to provide Mortgagee with any evidence that Mortgagee may seek in connection with such proceedings. Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Mortgaged Premises for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all its expenses in connection with such proceedings, including reasonable attorneys' fees and expenses, to the reduction of the Liabilities hereby secured, and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award.

15. Mortgagee's Performance of Mortgagor's Obligations. Mortgagor agrees that, from and after the occurrence of an Event of Default under this Mortgage, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, (a) make full or partial payments of insurance premiums which are unpaid by Mortgagor, coordinate liens or encumbrances, if any, and (b) purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (c) redeem all or any part of the Mortgaged Premises from any tax or assessment. All money paid for any of the purposes herein authorized and all other moneys advanced by Mortgagee to protect the Mortgaged Premises and the lien hereof shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest at the then applicable Default Rate under the Note ("Default Rate") until paid to Mortgagee in full. In making any payment hereby authorized relating to taxes, assessments or prior or coordinate liens or encumbrances, Mortgagee shall be the sole judge of the legality, validity and priority thereof and of the amount necessary to be paid in satisfaction thereof.

16. Inspection of Books and Records. Mortgagee, or any person designated by Mortgagee in writing, shall have the right, from time to time hereafter, to call at the Mortgaged Premises (or at any other place where information relating thereto is kept or located) during reasonable business hours, upon prior written notice, and, without hindrance or delay, to make such inspection and verification of the Mortgaged Premises, and the affairs, finances and business of Mortgagor (including all books, records and documents relating thereto) in connection with the Mortgaged Premises, as Mortgagee may consider reasonable under the circumstances, and to discuss the same with any agents or employees of Mortgagor.

17. Event of Default. Any of the following occurrences or acts shall constitute an event of default under this Mortgage ("Event of Default"): (i) the occurrence of an "Event of

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Default" (as that term is defined in the Note) (whether in payment or otherwise) under the Note, the Loan Documents or any loan agreement, security agreement or other agreement securing the payment of the Note which is not cured under applicable grace periods, if any; (ii) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which have prevented or might have the effect of preventing Mortgagor from complying with the terms of this Mortgage) shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations under this Mortgage, and such Event of Default shall continue for thirty (30) days after written notice thereof from Mortgagee; (iii) an Event of Default shall occur under any other document, agreement or instrument between Mortgagor, or Mortgagor's Beneficiary and Mortgagee; (iv) the occurrence of a Prohibited Transfer; (v) the occurrence of an "Event of Default" as that term is defined in the applicable instrument (whether in payment or otherwise) under the indebtedness pertaining to the Permitted Encumbrances; or (vi) the Mortgaged Premises or a substantial part thereof shall have been abandoned for thirty (30) consecutive days. If any such Event of Default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.

(b) It shall be lawful for Mortgagee to (i) immediately sell the Mortgaged Premises either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the Mortgaged Premises or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Mortgaged Premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the Mortgaged Premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Mortgaged Premises, and may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings.

(c) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Mortgaged Premises, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, issues and profits thereof and to

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manage and control the same, and to lease the same or any part thereof, from time to time, and after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Premises, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

(d) If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

(e) In the event of a foreclosure of this Mortgage, the Liabilities then due Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages which also secure said Liabilities.

18. Foreclosure. In any foreclosure of this Mortgage by action, or any sale of the Mortgaged Premises by advertisement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by action), to be paid out of the rents or the proceeds of such foreclosure proceeding or sale:

(a) all of the Liabilities and other sums secured hereby which then remain unpaid;

(b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest thereon at the Default Rate from the date of advertisement; and

(c) all court costs, reasonable attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the Default Rate, when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale) shall be distributed and applied to its items described in (a), (b) and (c) of this

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paragraph, as Mortgagee may in its sole discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

19. Rights Cumulative. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default or acquiescence therein, nor shall it affect any subsequent default of the same or in different nature.

20. Execution of Additional Documents. Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

21. Waiver of Right of Redemption and Reinstatement. Mortgagor represents that it has been authorized to, and Mortgagor does hereby, waive (to the full extent permitted under Illinois law) any and all statutory or equitable rights of redemption from sale, for reinstatement or any other right under any "Moratorium Law".

22. Representation of Title. At the time of the delivery of these presents, the Mortgagor is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Premises which constitutes real property and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same, in the manner and form aforesaid; that the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, excluding Permitted Encumbrances, and that Mortgagor shall and will forever defend the title to the Mortgaged Premises against the claims of all persons whomsoever.

23. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the Liabilities the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Mortgagee in connection with the Liabilities, all in accordance with the Note, this Mortgage, and any other security documents.

24. Non-Marshalling Provision. Mortgagor hereby agrees that Mortgagee shall have no obligation to marshal any collateral which secures the Liabilities, and it shall require any other of its creditors to waive any such marshalling obligation.

25. WAIVER OF JURY TRIAL. MORTGAGOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE NOTE OR THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY MORTGAGOR AND MORTGAGOR ACKNOWLEDGES THAT NEITHER MORTGAGEE NOR ANY PERSON ACTING ON BEHALF OF MORTGAGEE HAS MADE ANY

REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT.

26. Miscellaneous.

(a) Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Mortgage upon the Mortgaged Premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby, extend the time, or agree to alter the terms of payment of such Liabilities.

(b) Mortgagor certifies and agrees that the proceeds of the Note will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404 (or any substitute, amended or replacement statute), and that the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

(c) Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

(d) Upon full payment of all sums secured hereby or upon application on the Liabilities of the proceeds of any sale of the Mortgaged Premises in accordance with the provisions of this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefor following such payment, a satisfaction of mortgage shall be provided by Mortgagee to Mortgagor.

(e) This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns. All references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor.

(f) All notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be sent by United States registered or certified mail, addressed to the address shown on page one hereof, or such other address as was last specified by either party.

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(g) Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the Liabilities.

(h) This Mortgage is executed by AMALGAMATED TRUST & SAVINGS BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and as far as AMALGAMATED TRUST & SAVINGS BANK, in its capacity as such Trustee, is concerned is payable out of the property specifically described in this Mortgage securing the payment of the Note, by the enforcement of the provisions contained in this Mortgage or as provided in the other Loan Documents. No personal liability shall be asserted or be enforceable against AMALGAMATED TRUST & SAVINGS BANK, as Trustee, because or in respect of the Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by Mortgagee hereof, but nothing herein contained shall modify, diminish or discharge the personal liability of Mortgagor's beneficiary, as more fully described in the Note or in the other Loan Documents, or any guarantor hereof. As far as AMALGAMATED TRUST & SAVINGS BANK, in its capacity as such Trustee, is concerned, each original and successive holder of the Note accepts the same upon the express condition that no duty shall rest upon AMALGAMATED TRUST & SAVINGS BANK, as Trustee, to sequester the rents, issues and profits arising from the property described in this Mortgage, or the proceeds arising from the sale or other disposition thereof.

IN WITNESS WHEREOF, this instrument is executed by Mortgagor as of the day and year first above written.

AMALGAMATED TRUST & SAVINGS BANK,
not personally but solely as Trustee under Trust
Agreements dated March 24, 1993 and June 10,
1993, respectively, and known as Trust Nos. 5578
and 5590, respectively

By: *Michelle M. Polakov*
Its: *Asst. Vice President*

By: *Kevin B. Polakov*
Its: SENIOR VICE PRESIDENT KEVIN B. POLAKOV

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EXHIBIT A

LEGAL DESCRIPTION

All right, title and interest of Mortgagor in and to the following described real estate, including without limitation, the fee simple title of Amalgamated Trust & Savings Bank, as Trustee under Trust No. 5578 in and to such real estate, and the leasehold estate of Amalgamated Trust & Savings Bank, as Trustee under Trust No. 5590 in and to such real estate:

PARCEL 1:

LOT 1 IN G & H CONSOLIDATION IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST, RECORDED JULY 22, 1993 AS DOCUMENT NUMBER 93570547, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF OCTOBER 2, 1992 AND RECORDED OCTOBER 9, 1992 AS DOCUMENT NUMBER 92757951 AMENDED BY FIRST AMENDMENT TO SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED JULY 21, 1993 AND RECORDED JULY 23, 1993 AS DOCUMENT NUMBER 93570551 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC OVER PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1, 2, 4, 5 AND 6, IN PAPPE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY PLAT OF KMART'S HOMEWOOD SUBDIVISION RECORDED AS DOCUMENT 93430134.

PIN: 29-32-200-050 (Affects this property and other property)

175th Street and Halsted
Homewood, Illinois

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EXHIBIT B PERMITTED ENCUMBRANCES

1. GROUND LEASE MADE BY AMALGAMATED TRUST AND SAVINGS BANK KNOWN AS TRUST NUMBER 5578 TO AMALGAMATED TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1993 KNOWN AS TRUST NUMBER 5590 DATED JULY 21, 1993, A MEMORANDUM THEREOF WHICH WAS RECORDED JULY 22, 1993 AS DOCUMENT NO. 93576592, DEMISING THE LAND FOR A TERM OF APPROXIMATELY 99 YEARS, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

SUBORDINATION AND NON-DISTURBANCE AGREEMENT RECORDED AS DOCUMENT 93992100

GROUND LESSOR NON-DISTURBANCE AGREEMENT RECORDED AS DOCUMENT 93992101
2. LEASE MADE BY NATIONAL SHOPPING PLAZAS INC AGENT FOR AMALGAMATED TRUST AND SAVINGS BANK KNOWN AS TRUST NUMBER 5590 TO SUPER TRAK CORPORATION DATED JULY 30, 1993, A MEMORANDUM THEREOF WHICH WAS RECORDED NOVEMBER 15, 1993 AS DOCUMENT NO. 93924660, DEMISING THE LAND FOR AN UNDISCLOSED TERM OF YEARS, AND ALL RIGHTS THE SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.
3. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED AS DOCUMENT 92757951, FIRST AMENDMENT RECORDED AS DOCUMENT 93570551 AND SECOND AMENDMENT RECORDED AS DOCUMENT 93887597 MADE BY AND BETWEEN LASALLE NATIONAL TRUST N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1992 KNOWN AS TRUST NUMBER 1170600 AND K MART CORPORATION RELATING TO EASEMENTS FOR INGRESS AND EGRESS AND PARKING, COMMON AREAS, RULES FOR USE, BARRIERS AND TRAFFIC CONTROL, TEMPORARY CONSTRUCTION EASEMENTS, BUILDING AREAS AND HEIGHTS, DESIGN, CONSTRUCTION AND MAINTENANCE, LAND USE, AND SIGNS
4. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS OF THE HOMEWOOD K MART PLAZA REDEVELOPMENT AGREEMENT BY AND BETWEEN VILLAGE OF HOMEWOOD, PREP DEVELOPMENT, INC AND KMART CORPORATION RECORDED AS DOCUMENT 92757952 AND AMENDED AND RESTATE BY 93321995 AND AMENDED AND RESTATED BY INSTRUMENT RECORDED AS DOCUMENT 93570545
5. EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 93984831, AFFECTING THE NORTH 10 FEET OF THE LAND.
6. 31.5 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF SAID SUBDIVISION OVER THE EAST LINE OF THE LAND

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7. EASEMENT IN FAVOR OF VILLAGE OF HOMewood, NORTHERN ILLINOIS GAS COMPANY, THE COMMONWEALTH EDISON COMPANY, IB AND C.A.T.V. FRANCHISE, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 93430134, AFFECTING THE AREA AS SHOWN ON PLAT OF SUBDIVISION OF THE LAND. NOTE: RELEASE OF EASEMENT RECORDED BY NORTHERN ILLINOIS GAS COMPANY AS DOCUMENT 93570553, BY THE ILLINOIS BELL TELEPHONE COMPANY RECORDED AS DOCUMENT 93570554, BY THE COMMONWEALTH EDISON COMPANY AS DOCUMENT 93570555 AND BY CABLE VISION OF CHICAGO AS DOCUMENT 93570556
RELEASE BY THE VILLAGE OF HOMewood AS TO THAT PART OF THE EASEMENT RUNNING IN AN EAST - W DIRECTION
8. EASEMENT FOR THE INSTALLATION, MAINTENANCE REMOVAL AND RESTORATION OF UTILITIES IN, UNDER, OVER, AND THROUGH A 10 FOOT WIDE STRIP OF LAND LYING NORTH OF AND ADJACENT TO THE NORTH RIGHT-OF-WAY LINE OF MAPLE AVENUE AS RECORDED JUNE 17, 1983 AS DOCUMENT 26661237 AND LYING WEST OF THE WEST LINE OF THE EAST 50 FEET OF SECTION 32 AND EAST OF THE WEST TERMINUS OF SAID MAPLE AVENUE EXTENDED NORTH ALL IN SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AS CREATED BY PLAT OF EASEMENT RECORDED FEBRUARY 10, 1984 AS DOCUMENT 28262362.
9. EASEMENT CREATED BY PLAT OF EASEMENT MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 28, 1983 AND KNOWN AS TRUST NUMBER 60015 IN FAVOR OF THE VILLAGE OF HOMewood, ILLINOIS FOR UTILITY FACILITIES DATED JANUARY 8, 1985 AND RECORDED MARCH 28, 1985 AS DOCUMENT 27491811 IN, UNDER, OVER AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 15 FEET THEREOF OF THE NORTH 690 FEET OF THE WEST 774.21 FEET OF THE EAST 836.21 FEET OF THE NORTHEAST 1/4 OF SECTION 32; AND ALSO, THE EAST 62 FEET (EXCEPTING THEREFROM THE PART OF HALSTED STREET AS DEDICATED) OF THE NORTHEAST 1/4 OF SECTION 32, LYING NORTH OF THE NORTH LINE OF MCDONALD'S CLM SUBDIVISION AS RECORDED JULY 20, 1984 PER DOCUMENT NUMBER 27179835, AND SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF 175TH STREET, AS DEDICATED APRIL 2, 1980 DOCUMENT NUMBER 25410605, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
10. EASEMENT DATED MARCH 6, 1987 AND RECORDED MARCH 31, 1987 AS DOCUMENT NO. 87168911, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 28, 1983 AND KNOWN AS TRUST NUMBER 60015 (GRANTOR) AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1987 AND KNOWN AS TRUST NUMBER 101344-01 (GRANTEE TRUST) AND T&D GENERAL PARTNERS NO. 81, AN ILLINOIS GENERAL PARTNERSHIP (GRANTEE BENEFICIARY).

FIRST AMENDMENT TO EASEMENT AGREEMENT DATED JULY 15, 1988 AND RECORDED AS DOCUMENT 88317890.
11. EASEMENT FOR INGRESS AND EGRESS AS SHOWN ON PLAT OF SUBDIVISION RECORDED AS DOCUMENT 93430134 OVER A PORTION OF THE LAND LOCATED ON THE NORTH 44 FEET FOR AN UNDISCLOSED WIDTH AND DISTANCE BUT FALLING IN THAT PART OF THE LAND THAT WAS FORMERLY LOT 4 IN KMART'S HOMewood SUBDIVISION

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12. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 2 AND 3 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
13. UNRECORDED EASEMENT IN FAVOR OF COMMONWEALTH EDISON OVER THE LAND TO MAINTAIN AND REPAIR FACILITIES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, AS DISCLOSED BY LETTER FROM COMMONWEALTH EDISON DATED APRIL 7, 1994.
14. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING UNRECORDED LEASES.
15. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH THE LAND IS HELD.
16. SECOND INSTALLMENT OF 1993 GENERAL REAL ESTATE TAXES AND GENERAL REAL ESTATE TAXES FOR THE YEARS 1994 AND SUBSEQUENT YEARS.

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