

95462153  
**UNOFFICIAL COPY**

4)

This instrument was prepared by Susie M. McFarland, Assistant General Counsel, General American Life Insurance Company, 700 Market Street, St. Louis, Missouri 63101.

**MORTGAGE (ILLINOIS)**  
(Loan No. 102389)

COOK COUNTY RECORDING \$51.50  
TRACER TEAM 7514 07-17-95 15:19:00  
INDEX & RV # -95-462153  
COOK COUNTY RECORDER  
RECORDING PENALTY \$48.00

THIS MORTGAGE, made this 13<sup>TH</sup> day of July, 1995, between COMMUNITY LINKS LIMITED PARTNERSHIP I, an Illinois limited partnership of the 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, conveys and mortgages to Mortgagee, the following described real estate, situate, lying and being in the County of Cook and State of Illinois, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

(The street address of said property is: 3255 Kirchoff Road, Rolling Meadows, Illinois; and the tax parcel identification numbers including or affecting said property are: 02-36-105-027, 02-36-105-040 and 02-36-105-042.)

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, storm 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

5/50  
Per 4800

95462153

11-95-386

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 Four Million Nine Hundred Sixty Thousand and No/100 Dollars (\$4,960,000.00) payable to the order of Mortgagee in lawful money of the United States of America, with interest from date thereof on unpaid principal at the rate of seven and one-half percent (7-1/2%) per annum, until and including July 31, 1997; then seven and three-fourths percent (7 3/4%) per annum from and including August 1, 1997 until and including July 31, 1998; then eight percent (8%) per annum from August 1, 1998 until and including July 31, 1999; then eight and one-fourth percent (8 1/4%) per annum from August 1, 1999 until and including July 31, 2000; then eight and one-half percent (8-1/2%) per annum from and including August 1, 2000 until and including July 31, 2001; then eight and three-fourths percent (8-3/4%) per annum from and including August 1, 2001 until and including July 31, 2002; then nine percent (9%) per annum from and including August 1, 2002 until and including July 31, 2003; then nine and one-fourth percent (9-1/4%) from and including August 1, 2003 until the payment in full of the Promissory Note. Principal and interest shall be payable as follows: Monthly installments, initially in the amount of \$36,553.97 each, beginning on the first day of September, 1995, and on the first day of each month thereafter to and including the first day of August, 1997; then monthly installments in the amount of \$37,422.24 each, beginning on the first day of September, 1997, and on the first day of each month thereafter to and including the first day of August, 1998; then monthly installments in the amount of \$38,175.41 each, beginning on the first day of September, 1998, and on the first day of each month thereafter to and including the first day of August, 1999; then monthly installments in the amount of \$38,912.37 each, beginning on the first day of September, 1999, and on the first day of each month thereafter to and including the first day of August, 2000, then monthly installments in the amount of \$39,632.00 each, beginning on the first day of September, 2000, and on the first day of each month thereafter to and including the first day of August, 2001;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

then monthly installments in the amount of \$40,333.01 each, beginning on the first day of September, 2001, and on the first day of each month thereafter to and including the first day of August, 2002; then monthly installments in the amount of \$41,014.32, beginning on the first day of September, 2002, and on the first day of each month thereafter to and including the first day of August, 2003; then monthly installments in the amount of \$41,674.40 each, beginning on the first day of September, 2003, and on the first day of each month thereafter to and including the first day of July, 2005, and the balloon balance of said principal sum and interest accrued thereon shall be payable at once and in full on the first day of August, 2005. Each payment shall be credited on interest then due and the remainder on principal, and interest thereupon shall cease upon the principal so credited.

Second, payment by Mortgagor 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 Mortgagor herein contained.

The Mortgagor covenants with the Mortgagee that Mortgagor is lawfully seized in fee of the mortgaged property; that said property is free from all encumbrances and liens whatsoever except covenants, restrictions and easements of record; that Mortgagor has a good and legal right to sell and convey the same to Mortgagee; and that Mortgagor will defend the title to said property to Mortgagee forever against the claims and demands of any person or persons whomsoever; and Mortgagor 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 Mortgagor may be or hereafter become bound to convey, assign, or transfer to Mortgagee in such manner as the Mortgagee shall require.

FOR THE CONSIDERATION AFORESAID, it is further covenanted and agreed by Mortgagor to and with Mortgagee that:

1. **Taxes.** Mortgagor 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 of any taxes, assessments or governmental charges by a third party with subrogation attaching, nor permit the mortgaged property, or any part thereof, to be sold or forfeited for any tax, assessment or governmental charge whatsoever. Any

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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.

2. **Insurance.** Mortgagor will maintain in force, upon the buildings and other insurable property now or hereafter erected or placed in or on said mortgaged property, insurance as required by the Mortgagee against loss or damage by fire, windstorm, lightning, explosion, tornado, acts or consequences of war and other hazards, casualties and contingencies, and will carry any other kinds of insurance in such amounts 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, Mortgagor will deliver to Mortgagee renewal or new policies in like amounts covering the same risks together with receipts (showing the premiums 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 Mortgagor will pay promptly when due all premiums for such insurance. Should any loss occur to insured property, the Mortgagee is hereby appointed attorney in fact for the Mortgagor to make proof of loss if Mortgagor 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 indebtedness hereby secured, or to the restoration or repair of the property so destroyed or damaged. Mortgagor promptly will give notice by registered mail 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 Mortgagor 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 Mortgagor 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.

3. **Tax and Insurance Escrows.** 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 renew the insurance on the mortgaged property as may be required by Mortgagee under this mortgage, Mortgagor will deposit with the Mortgagee on the dates installments of principal and interest are payable, an amount equal to the taxes, assessments,

95462153

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

governmental charges and insurance premiums next due (as estimated by Mortgagee), less amounts already deposited therefor, divided by the number of months to elapse prior to the date when such taxes, assessments, governmental charges and insurance premiums will become due and payable. The monies thus 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 amounts deposited insufficient to pay said taxes, assessments, governmental charges and insurance premiums, Mortgagor will deposit with Mortgagee any amount necessary to make up the deficiency.

**4. Maintenance, No Mechanics Liens, Inspections.** Mortgagor 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; will complete in a good, workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or materialmen to attach to mortgaged property. No lien provided for by the Statutes 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 stipulation, and with a waiver of any lien except as subject and subordinate hereto. The Mortgagor 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.

**5. Compliance with Law and Agreements.** Mortgagor will keep and comply with all laws, ordinances, regulations, rules, orders and directions of any legislative, executive, administrative or judicial body affecting the mortgaged property or its use. Mortgagor 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

6. **Repayment of Advances and Note.** Mortgagor will repay to Mortgagee, without demand, in lawful money of the United States of America, at Mortgagee's office, 700 Market Street, St. Louis, Missouri 63101, or at such other place as Mortgagee in writing may direct: (i) all sums due pursuant to the said Promissory Note, payable at the times and under the terms therein provided; and (ii) all sums advanced or expended by Mortgagee pursuant to this mortgage to protect or preserve the property covered by this mortgage, or to protect or preserve the lien of this mortgage or the priority thereof, or to enforce its rights hereunder, with interest thereon from the date of advancement until repaid at the rate of two percent (2%) per annum in excess of the rate of interest then otherwise attaching under said Promissory Note (hereinafter referred to as "Default Rate"), which sums shall also be secured hereby and shall be repayable immediately.

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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, theretofore or thereafter 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 conditions, covenants and agreements to be performed on the part of Mortgagor hereunder, and the Mortgagee is given a prior and continuing lien therefor. 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,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 hereinafter 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, 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 then 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.

95462153

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

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 Promissory 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 Code 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 monies as Mortgagee shall deem advisable for any of the aforesaid purposes, and all monies 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,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 foreclose 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 Mortgagee 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 Promissory Note secured hereby or upon any other indebtedness secured hereby, or by the depositing of a letter, stating that Mortgagee has exercised its option and has elected to declare the entire indebtedness due and payable, enclosed in an envelope properly sealed and stamped, in the United States mails, addressed to Mortgagee at the address last known to Mortgagee; provided, however, that nothing herein contained shall be interpreted to impose a duty upon Mortgagee to evidence in any of the ways herein stated its election to declare the entire indebtedness due and payable.

**17. 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 thereon, shall at the option of Mortgagee, after ninety (90) days' notice to the Mortgagor or the then record owner of said mortgaged property, become immediately due and payable, and Mortgagor shall, in any such event, pay such taxes, liens or impositions.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

18. **Waivers by Mortgagor.** Mortgagor hereby waives, to the extent permitted by law, the benefits of all valuation, appraisal, exemption, stay, redemption and moratorium laws, now in force or which may hereafter become laws, and Mortgagor, on behalf of itself and each and every person, except its decree 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.

19. **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) is sold, conveyed, transferred, mortgaged or otherwise alienated, the Promissory 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.

20. **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 terms "Mortgagee" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby.

21. **Satisfaction of Mortgage.** The condition of this mortgage is such that if Mortgagor shall well and truly make all payments called for herein and in said Promissory Note in accordance with its terms, and shall perform and comply with each and all of the covenants, conditions and agreements either in said Promissory Note or in this mortgage contained, 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 same shall be duly released by Mortgagee and all legal fees and expenses pertaining to such release shall be paid by Mortgagor.

22. **Indemnification and Release.** Mortgagor 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 occupation of the mortgaged property or any part thereof or by reason of any suit or proceeding in or to which Mortgagee may be made 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 Mortgagor expressly waives and releases any such liability.

23. **Miscellaneous.** The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs hereof shall not render any other provisions,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

clauses, sentences and/or paragraphs herein contained unenforceable or invalid. Whenever the context hereof requires, reference herein made to the singular number shall be understood as including the plural, and likewise the plural shall be understood as denoting the singular; words denoting gender shall be construed to include the masculine, feminine and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be considered as cumulative. Time is of the essence hereof. Every covenant and agreement herein of Mortgagor 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. 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.

**24. Exculpatory Provisions.** Liability under this mortgage shall be limited to the property given as security hereunder, and Mortgagor shall in nowise be liable, whether by way of election of remedy, deficiency judgment, or otherwise, for any monies due under this mortgage, whether principal, interest, attorney's fees, or other. Nothing in this paragraph, however, shall be deemed or construed to affect the validity of this mortgage.

25. Mortgagor, its successors and assigns, will furnish to Mortgagee, by no later than January 1 of each calendar year, the following information: (i) income and expense statements with respect to the herein described property; (ii) 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 with respect to Mortgagor, its successors and assigns. Such information shall be sworn to, and based upon records compiled in conformity with recognized accounting practices.

95462151

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

COMMUNITY LINKS LIMITED PARTNERSHIP I,  
an Illinois limited partnership

By: CL PARTNERS, L.P., an Illinois  
limited partnership  
Its General Partner

By: COMMUNITY LINKS GENERAL PARTNERS,  
L.L.C., an Illinois limited  
liability corporation  
Its General Partner

By: COMMUNITY LINKS MANAGEMENT  
SERVICES, INC., an Illinois  
corporation, Its Manager

By:  ✓

Name

Edward Carbon

Title:

Vice President

ATTEST  ✓

Title:

Asst Secretary

Property of Cook County Clerk's Office

95482103

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

On this 13th day of July, 1995,  
before me, the undersigned Notary Public, personally appeared  
Edward Carlson and \_\_\_\_\_, personally  
known by me and known to me to be, respectively, the  
Vice President and \_\_\_\_\_ of Community  
Links Management Services, Inc., the Manager of Community Links  
General Partners, L.L.C., the General Partner of CL Partners,  
L.P., the General Partner of Community Links Limited Partnership  
I, an Illinois limited partnership, and who acknowledged under  
oath that they each executed the within instrument in such  
respective capacities as their free act and deed for the purposes  
stated therein.

Janet J. Jerndt  
Notary Public

My commission expires: **"OFFICIAL SEAL"**

Janet J. Jerndt  
Notary Public, State of Illinois  
My Commission Expires 11/15/98

SMcF/ml1/10238911

9540243

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

#### PARCEL 1:

THE WEST 60.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) OF LOT "S" IN ROLLING MEADOWS UNIT NO. 8, SAID ROLLING MEADOWS UNIT NO. 8, BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 19, 1955 AS DOCUMENT LR1608437, IN COOK COUNTY ILLINOIS.

ALSO

#### PARCEL 2:

THE SOUTH 200.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THAT PART OF LOT "S" IN ROLLING MEADOWS UNIT NO. 8 (HEREINAFTER DESCRIBED) LYING EAST OF THE WEST 60.00 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT "S"; AND LYING WEST OF A LINE THAT IS PARALLEL WITH AND 296.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES TO, A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF LOT "S", 872.48 FEET WESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT "S", THENCE SOUTHERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT "S" A DISTANCE OF 517.98 FEET, MORE OR LESS, TO A POINT ON THE LINE BETWEEN LOT "S" AND LOT "T", SAID POINT BEING 171.28 FEET WEST OF THE NORTHWESTERLY CORNER OF LOT 1371 IN SAID ROLLING MEADOWS UNIT NO. 8 SAID ROLLING MEADOWS UNIT NO. 8 BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 19, 1955, AS DOCUMENT LR1608437, IN COOK COUNTY, ILLINOIS.

ALSO

#### PARCEL 3:

THAT PART OF LOT "S" IN ROLLING MEADOWS UNIT NO. 8 BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF KIRCHOFF ROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 19, 1955, AS DOCUMENT LR1608437, LYING WEST OF A LINE THAT IS PARALLEL WITH AND 296.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES TO, A LINE DESCRIBED AS FOLLOWS:

LR1608437

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

COMMENCING AT A POINT ON THE NORTHERLY LINE OF LOT "S", 872.48 FEET WESTERLY OF THE NORTHEASTERLY CORNER OF LOT "S", THENCE SOUTHERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT "S", A DISTANCE OF 517.98 FEET, MORE OR LESS, TO A POINT ON THE LINE BETWEEN SAID LOT "S" AND LOT "T", SAID POINT BEING 171.28 FEET WEST OF THE NORTHWESTERLY CORNER OF LOT 1371 IN SAID ROLLING MEADOWS UNIT NO. 8, (EXCEPTING FROM SAID DESCRIBED PART OF LOT "S" THE SOUTH 200.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT "S"; AND EXCEPT THE WEST 60.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT "S", OF THAT PART LYING NORTH OF THE SOUTH 200.00 FEET AS AFORESAID; AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT "S", 230.00 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTHERLY LINE OF LOT "S" (SAID NORTHERLY LINE OF LOT "S" BEING THE SOUTHERLY LINE OF KIRCHOFF ROAD); THENCE NORTH ALONG SAID PARALLEL LINE 230.00 FEET TO SAID NORTHERLY LINE OF LOT "S"; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LOT "S" A DISTANCE OF 155.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID NORTHERLY LINE OF LOT "S" A DISTANCE OF 119.00 FEET; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING) AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT "S" WITH THE NORTHERLY LINE OF SAID LOT "S", SAID NORTHERLY LINE OF LOT "S" BEING ALSO THE SOUTHERLY LINE OF KIRCHOFF ROAD; THENCE SOUTH 60 DEGREES, 20 MINUTES, 30 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT "S", A DISTANCE OF 155.00 FEET; THENCE SOUTH 29 DEGREES, 39 MINUTES, 30 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 119.00 FEET; THENCE SOUTH 56 DEGREES, 39 MINUTES, 05 SECONDS WEST, A DISTANCE OF 12.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES, 34 MINUTES, 01 SECONDS EAST, A DISTANCE OF 14.12 FEET; THENCE SOUTH 29 DEGREES, 39 MINUTES, 30 SECONDS WEST, A DISTANCE OF 37.33 FEET; THENCE NORTH 60 DEGREES, 20 MINUTES, 30 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 29 DEGREES, 39 MINUTES, 30 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60 DEGREES, 20 MINUTES, 30 SECONDS WEST, A DISTANCE OF 23.17 FEET; THENCE NORTH 56 DEGREES, 39 MINUTES, 05 SECONDS EAST, A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

The common address of the Property is 3255-3275 Kirchhoff Road, Rolling Meadows, Illinois.

The Permanent Real Estate Tax Index Numbers are:

02-36-105-027-0000  
02-36-105-040-0000  
02-36-105-042-0000

95462153

UNOFFICIAL COPY

Property of Cook County Clerk's Office