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MAY 14 1995
CHICAGO COUNTY RECORDER

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

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This Mortgage, Security Agreement and Assignment of Rents dated as of November 1, 1995 (hereinafter referred to as this "Mortgage"), by and between Itasca Bank & Trust Co., as Trustee under Trust Agreement dated as of the 25th day of August, 1987 and known as Trust No. 10502, not personally but solely as such trustee (the "Land Trust") and Active Graphics, Inc., as lessee of the Mortgaged Property (the "Corporation" and, together with the Land Trust collectively and each of them, the "Mortgagor") and NBD Bank (the "Bank"), a Michigan banking organization acting through its Detroit, Michigan branch, which is located at 611 Woodward Avenue, Detroit, Michigan 48226 and NBD Bank, an Illinois banking corporation (the "Bank Affiliate") (collectively hereinafter referred to as "Mortgagee"),

WITNESSETH THAT:

WHEREAS, Mortgagor is the owner of that certain real property located in the City of Chicago, County of Cook, State of Illinois, legally described in Schedule I attached hereto and made a part hereof (hereinafter referred to as the "Land"); and

WHEREAS, the Mortgagor owns a certain building and related access and parking facilities and other improvements (herein referred to as the "Building"), together with certain machinery, equipment and other personal property (herein referred to as the "Project Equipment") which has been and shall be installed in or about the Building (the Land, the Building and the Project Equipment being herein referred to as the "Project"), all to be used by the Mortgagor as an industrial project; and

This Instrument Prepared By:

Gerald J. Neal
Foley & Lardner
One IBM Plaza, Suite 3300
330 North Wabash Avenue
Chicago, Illinois 60611

BOX 333-CTI

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007568651 AH
STREET ADDRESS: 1532 W. FULTON STREET
CITY: CHICAGO COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 9.28 FEET OF LOT 2 AND LOTS 3 AND 4 IN SUBDIVISION OF THE EAST 75 FEET OF THE SOUTHWEST 1/4 OF BLOCK 15 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 TO 7 BOTH INCLUSIVE IN COUNTY CLERKS DIVISION OF THE SOUTH 1/2 OF BLOCK 15 IN UNION PARK SECOND ADDITION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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WHEREAS, in connection with the Project, the City of Chicago, Illinois (the "Issuer") is issuing and delivering its Industrial Development Revenue Bonds (Active Graphics, Inc. Project), Series 1995 in the aggregate principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000), bearing interest at the rate or rates per annum set forth in the Indenture hereinafter referred to, and maturing finally on November 1, 2005 (herein, together with any Additional Bonds issued and delivered pursuant to the Indenture described below, called the "Series 1995 Bonds"), under and pursuant to a Trust Indenture, dated as of October 1, 1995 by and between American National Bank and Trust Company of Chicago (the "Trustee") and the Issuer (as the same may be amended or supplemented from time to time in accordance with the provisions thereof, herein called the "Indenture"); and

WHEREAS, the Issuer is loaning the proceeds of the Series 1995 Bonds to the Corporation pursuant to a Loan Agreement, dated as of October 1, 1995 (as the same may be amended or supplemented from time to time in accordance with the provisions thereof, herein called the "Loan Agreement"), by and between the Issuer and the Corporation, for the purpose of paying all or a portion of the cost of the Project; and

WHEREAS, pursuant to the Loan Agreement, the Corporation has covenanted, among other things, to make loan repayments sufficient to pay the principal of, purchase price for, premium, if any, and interest on the Series 1995 Bonds when due; and

WHEREAS, the Issuer is, pursuant to the Indenture, pledging and assigning to the Trustee all of its right, title and interest in the Loan Agreement (except for certain rights to payment of administrative and legal expenses and indemnification), including, but not limited to, loan repayments, in order to secure the full and prompt payment of the principal of, premium, if any, and interest on the Series 1995 Bonds; and

WHEREAS, as contemplated by the parties to the documents relating to the issuance of the Series 1995 Bonds and the Indenture, the Series 1995 Bonds are also payable from moneys drawn by the Trustee under that certain Irrevocable Letter of Credit in the amount of Four Million Six Hundred Seventy-Two Thousand Seven Hundred Forty Dollars (\$4,672,740) (the "Letter of Credit") issued by the Bank and expiring not later than November 15, 2005, unless extended from time to time in accordance with the Reimbursement Agreement (as defined below) (the "Stated Termination Date"); and

WHEREAS, the Corporation, the Land Trust, George E. Hayes and Gerri Lynn Hayes have executed and delivered to the Bank that certain Reimbursement Agreement, dated as of November 1, 1995 (the "Reimbursement Agreement") in order to induce the Bank to issue its Letter of Credit; and

WHEREAS, the Corporation's obligation to reimburse the Bank for any and all drawings honored by the Bank under the Letter of Credit is evidenced by the Reimbursement Agreement and more fully set forth therein (the "Reimbursement Obligation"); and

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WHEREAS, the Corporation has also agreed to pay certain non-refundable fees in connection with the Letter of Credit (the "Letter of Credit Fee"); and

WHEREAS, the Letter of Credit Fee, the Reimbursement Obligation and all other obligations of the Mortgagor to the Bank arising under or in relation to the Reimbursement Agreement are hereinafter referred to as the "Obligations"; and

WHEREAS, interest on the principal amount of any Obligation which is not paid when due (whether by lapse of time, acceleration or otherwise) shall be payable after maturity on demand at the rate per annum (computed on the basis of a year of three hundred sixty (360) days and actual days elapsed) at a rate of Bank's prime rate plus three percent (3%); and

WHEREAS, the Mortgagor desires to secure the Obligations and all of its present and future indebtedness, obligations and liabilities arising under the Reimbursement Agreement (all of such Obligations and indebtedness, obligations and liabilities to be herein also sometimes referred to as the "Secured Indebtedness") by executing and delivering this Mortgage and has taken all action necessary thereto;

NOW, THEREFORE, to secure the payment of the principal of, and premium, if any, and interest on the Secured Indebtedness as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and the observance and performance of all covenants and agreements contained herein or in the Reimbursement Agreement or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities being hereinafter collectively referred to as the "indebtedness hereby secured"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI, VII and VIII below, all of the same being collectively referred to herein as the "Mortgaged Premises":

GRANTING CLAUSE I

That certain real estate lying and being in the City of Chicago, County of Cook and State of Illinois more particularly described in Schedule I attached hereto and made a part hereof.

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the

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premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until

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an event of default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than thirty (30) days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards").

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Mortgagor or by anyone in Mortgagor's behalf.

GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

GRANTING CLAUSE VII

All fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with the real estate described in Schedule I including, but not limited to, all trade fixtures, equipment and manufacturing facilities and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the real estate described in Schedule I attached hereto and all renewals or replacements thereof or articles in substitution therefor, as to such property this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the

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Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured.

GRANTING CLAUSE VIII

(i) Accounts, contract rights, General Intangibles, tax refunds, chattel paper, instruments, notes, letters of credit, documents, documents of title; (ii) Inventory; (iii) all of the Mortgagor's deposit accounts (general or special) with and credits and other claims against the Mortgagee or any other financial institutions with which Mortgagor maintains deposits; (vi) all of the Mortgagor's now owned or hereafter acquired monies, and any and all other property and interests in property of the Mortgagor nor or hereafter coming into the actual possession, custody or control of the Mortgagee or any agent or affiliate of the Mortgagee in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); (v) all insurance proceeds of or relating to any of the foregoing; (vi) all of the Mortgagor's books and records relating to any of the foregoing; and (vii) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing. For purposes of this Mortgage, Accounts shall mean accounts, contract rights, chattel paper, instruments and documents, whether now owned or hereafter acquired by Mortgagor; General Intangibles shall mean all choses in action, causes of action and all other intangible personal property of Mortgagor of every kind and nature (other than Accounts) now owned or hereafter acquired by Mortgagor, including, without limitation, corporate or other business records, deposit accounts, inventions, designs, patents, patent applications, copyrights, trademarks, trade names, trade secrets and trade styles (and applications for any of the foregoing), goodwill, customer lists, registrations, licenses, franchises, tax refund claims and any letters of credit, guarantee claims, security interests or other security held by or granted to Mortgagor to secure payment by any person who is or who may become obligated to Mortgagor under, with respect to, or on account of any of Mortgagor's Accounts; and Inventory shall mean any and all goods, merchandise and other personal property, including, without limitation, goods in transit, wheresoever located and whether now owned or hereafter acquired by Mortgagor which is or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work in process, finished goods, supplies or materials used or consumed in Mortgagor's business, and all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; provided, however, that this instrument is upon the express condition that if (1) the principal of and interest on the Secured Indebtedness shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed, (2) the Mortgagor shall have performed and observed all and singular the covenants and promises in the Reimbursement Agreement and in this Mortgage expressed to be kept, performed and observed by the Mortgagor, (3) the Letter of Credit shall have terminated, and (4) the Reimbursement

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Agreement shall have expired, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

It is expressly understood and agreed that the indebtedness hereby secured will in no event exceed two hundred percent (200%) of (i) the total principal amount of the Secured Indebtedness plus (ii) the total interest which may hereafter accrue under the Secured Indebtedness on such principal amount plus (iii) all costs and expenses which Mortgagee may expend hereunder.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Payment of the Indebtedness. The indebtedness hereby secured will be promptly paid as and when the same becomes due.

2. Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.

3. Possession. While Mortgagor is not in default hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this instrument.

4. Payment of Taxes, Etc. and Deposits. Mortgagor shall pay when due and payable before any fine, penalty, interest or cost for the non-payment thereof may be added thereto, all taxes, assessments, water and sewer rents, rates, and charges, transit taxes, county taxes, charges and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time prior to or during the term of this Mortgage, may be assessed, levied, confirmed, imposed upon or grow or become due and payable out of or in respect to, or become a lien on, the Mortgaged Premises or any part thereof or any appurtenance thereto, prior to or on a parity with the lien of this Mortgage (all such taxes, assessments, water and sewer rents, rates and charges, transit taxes, county taxes, charges for public utilities, excises, levies and all other license and permit fees and other governmental charges including penalties thereon being hereinabove collectively referred to as "Impositions," and any of the same being hereinafter referred to as an "Imposition").

Mortgagor, upon request of Mortgagee, will furnish to Mortgagee within five (5) days before the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority, or other evidence reasonably satisfactory to Mortgagee evidencing the payment thereof.

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The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition, or non-payment of such Imposition shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

Commencing on December 1, 1995, until the indebtedness secured by this Mortgage is fully paid, Mortgagor covenants and agrees to deposit on the first day of each month at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of NBD Bank, Elk Grove Village, Illinois, a sum equal to one-twelfth of the last total annual taxes and assessments for the last ascertainable year (general and special) on the Mortgaged Premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof now constructed, or to be constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed). Mortgagor, concurrently with the first deposit of taxes required hereunder, will also deposit with Mortgagee an amount, based upon the taxes and assessments so ascertainable or so estimated by Mortgagee, as the case may be, for taxes and assessments on said Mortgaged Premises, on the accrual basis, for the period commencing on January 1 of the year succeeding the most recent year for which all taxes and assessments have been paid, and terminating on the date of such first monthly deposit. Such deposits are to be held in trust with an allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Mortgaged Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general and special) for any year when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of demand therefor from Mortgagee, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied toward a subsequent deposit or deposits due from Mortgagor. In the event of an Event of Default or any default by Mortgagor in the performance of any terms, covenants, or conditions contained herein, or in the Reimbursement Agreement or in any loan document evidencing any Obligation, Mortgagee may apply against the indebtedness secured hereby, in such manner as Mortgagee may determine, any funds of Mortgagor then held by Mortgagee under this subparagraph.

5. Payment of Taxes on the Secured Indebtedness, the Letter of Credit, Mortgage or Interest of Mortgagee. Mortgagor agrees that if any tax, assessment or Imposition upon this Mortgage or the indebtedness hereby secured or the Secured Indebtedness, the Letter of Credit or the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable.

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at the option of Mortgagee upon thirty (30) days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to exhibit to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

6. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notice of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

7. Insurance. Mortgagor will, at its expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable policies (except for deductible not exceeding \$25,000 per claim or such other amounts agreed to by the Mortgagor and the Mortgagee) and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation, unless the insured property (as applicable) is not rebuilt) thereof, as determined at the request of Mortgagee and at Mortgagor's expense by the insured or insurers or by an expert approved by Mortgagee, all under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the usual standard form of mortgage clause to be attached to each policy. Mortgagor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Mortgagor shall also obtain and maintain commercial general liability insurance (which in addition to the other requirements hereof, shall insure the Mortgagee as an additional insured), property damage and workmen's compensation insurance in each case in form and content satisfactory to Mortgagee and in amounts as are customarily carried by owners of like property and approved by Mortgagee. If the Mortgaged Premises is located in an area designated a flood plain, Mortgagor shall also obtain and maintain insurance to the extent obtainable from National Flood Plan with respect to the Mortgaged Premises against flood risks. All insurance required hereby shall be maintained with good and responsible insurance companies and shall provide for such deductible amounts as are reasonable and customary under the circumstances, shall provide that any losses shall be payable notwithstanding any act or negligence of Mortgagor, shall provide that no cancellation thereof shall be effective until at least ten (10) days after receipt by Mortgagor and Mortgagee of written notice thereof, and shall

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be satisfactory to Mortgagee in all other respects. Mortgagor, in such manner as is customary, will, on the date hereof and, thereafter, no later than ten (10) days prior to the expiration of the policy for which it evidences renewal, extension or replacement, deliver to Mortgagee or cause to be delivered to Mortgagee certificate(s) of insurance, setting forth such particulars as establishes to the satisfaction of the Mortgagee that the Mortgagor is and will continue to be in compliance with this Section 7. In the event of foreclosure, Mortgagor authorizes and empowers Mortgagee to effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

8. Damage to or Destruction of Mortgaged Premises.

(a) Notice. In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor shall promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such damage or destruction.

(b) Restoration. In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Mortgagor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Mortgagor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

(c) Adjustment of Loss. Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, to adjust and compromise any losses under any insurance afforded, but unless Mortgagee elects to adjust the losses as aforesaid, said adjustment and/or compromise shall be made by Mortgagor, subject to final approval of Mortgagee in the case of losses exceeding Two Hundred Fifty Thousand Dollars (\$250,000).

(d) Application of Insurance Proceeds. Net insurance proceeds received by Mortgagee under the provisions of this Mortgage or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgage Premises or any part thereof ("Net Insurance Proceeds") shall first be applied as a prepayment on the Secured Indebtedness (and Mortgagee is hereby irrevocably authorized and directed to make such an application whether or not the Secured Indebtedness may then be due or otherwise adequately secured) and shall thereafter be applied to the reduction of any other indebtedness hereby secured; provided, however, that such proceeds shall be made available for the restoration of the portion of the Mortgage Premises damaged or destroyed if written application for such use is made within thirty (30) days of receipt of such proceeds and the following conditions are satisfied: (i) Mortgagor has in effect business interruption insurance covering the income to be lost during the restoration period as a result of the damage or destruction to the Mortgaged Premises or provides Mortgagee with other evidence satisfactory to it that Mortgagor has cash

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resources sufficient to pay its obligations during the restoration period; (ii) the effect of the damage to or destruction of the Mortgaged Premises giving rise to receipt of the insurance proceeds is not to terminate, or give a lessee the option to terminate any lease of all or any portion of the Mortgaged Premises; (iii) no event of default (as hereinafter defined), or event which, with the lapse of time, the giving of notice, or both, would constitute an event of default, shall have occurred or be continuing (and if such an event shall occur during restoration Mortgagee may, at its election, apply any insurance proceeds then remaining in its hands to the reduction of the Secured Indebtedness and the other indebtedness hereby secured); (iv) Mortgagor shall have submitted to Mortgagee plans and specifications for the restoration which shall be satisfactory to it; (v) Mortgagor shall submit to Mortgagee fixed price contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration and providing for a total completion price not in excess of the amount of insurance proceeds available for restoration, or, if a deficiency shall exist, Mortgagor shall have deposited the amount of such deficiency with Mortgagee and (vi) Mortgagor shall have obtained a waiver of the right of subrogation from any insurer under such policies of insurance who at that time claims that no liability exists as to Mortgagor or the insured under such policies. Any insurance proceeds to be released pursuant to the foregoing provisions may at the option of Mortgagee be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements may at Mortgagee's option be made directly to Mortgagor or to or through any contractor or materialman to whom payment is due or to or through a construction escrow to be maintained by a title insurer acceptable to Mortgagee. Mortgagee may impose such further conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien. All title insurance charges and other costs and expenses paid to or for the account of Mortgagor in connection with the release of such insurance proceeds shall constitute so much additional indebtedness hereby secured to be payable upon demand with interest at such rate as would then be applicable to a Term Loan at the time such costs or expenses are incurred. Mortgagee may deduct any such costs and expenses from insurance proceeds at any time standing in its hands. If Mortgagor fails to request that insurance proceeds be applied to the restoration of the improvements or if Mortgagor makes such a request but fails to complete restoration within a reasonable time, Mortgagee shall have the right, but not the duty, to restore or rebuild said Mortgaged Premises or any part thereof for or on behalf of Mortgagor in lieu of applying said proceeds to the indebtedness hereby secured and for such purpose may do all necessary acts, including using funds deposited by Mortgagor as aforesaid and advancing additional funds for the purpose of restoration, all such additional funds to constitute part of the indebtedness hereby secured payable upon demand with interest at such rate as would then be applicable to a Term Loan at the time of incurrence. Such net Insurance Proceeds together with any additional funds deposited by Mortgagor with Mortgagee pursuant to Subsection 8(d) hereof shall, prior to disbursement thereof, be invested by the Mortgagee for the benefit of the Mortgagor in a deposit at the Mortgagee bearing interest at the Mortgagee's prevailing eurodollar rate for time deposits, as determined by the Mortgagee in its sole discretion. Upon completion of restoration of the Mortgaged Premises, any funds remaining on deposit following compliance with and satisfaction of all of this Section 8 shall be paid to the Mortgagor.

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9. Eminent Domain. Mortgagor acknowledges that Condemnation Awards have been assigned to Mortgagee, which awards Mortgagee is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and at Mortgagee's option, to apply the same toward the payment of the amount owing on account of the indebtedness hereby secured in such order of application as Mortgagee may elect and whether or not the same may then be due and payable or otherwise adequately secured, and Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

10. Construction, Repair, Waste, Etc. Mortgagor agrees that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby Mortgagor covenants that the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof; to keep and maintain said Mortgaged Premises and every part thereof in good and first class repair and condition; to effect such repairs as Mortgagee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to Mortgaged Premises by any federal, state or municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Mortgagee; and to make no material alterations in or improvements or additions to the Mortgaged Premises except as required by governmental authority or as permitted by Mortgagee.

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11. Liens and Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this instrument, any liens in favor of Mortgagee or either of them and a Junior Mortgage to South Shore Bank of Chicago to secure a promissory note dated November 3, 1992 in the principal sum of \$790,000 as it may be reduced (but not increased) from time to time. Unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such lien, encumbrance or charge the creation of which does not require the direct or indirect consent of the Mortgagor need be discharged if it is being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or requested by Mortgagee.

12. Right of Mortgagee to Perform Mortgagor's Covenants, Etc. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter (a) immediately or (b) if in the sole and absolute discretion of the Mortgagee, the Mortgagee determines that its best interests could be adequately protected if its actions were not taken earlier, then ten (10) days following notice to the Mortgagor, make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including without limitation reasonable attorney's fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the interest rate as would be applicable to a Term Loan on such date, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity or any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform same under the terms of this Mortgage.

13. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by

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Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

14. Inspection by Mortgagee. Mortgagee and any participant in the indebtedness hereby secured shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

15. Financial Reports. Mortgagor will furnish to the Mortgagee (a) such information and data with respect to the financial condition, business affairs and operations of Mortgagor, any tenant and the Mortgaged Premises as may be reasonably requested and (b) without limiting the generality of the foregoing, that which is called for in the Reimbursement Agreement.

16. Subrogation. Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of the Series 1995 Bonds and/or any draw pursuant to the Letter of Credit and/or any Secured Indebtedness or out of any advance by Mortgagee hereunder, irrespective of whether or not any such lien may have been released of record.

17. Event of Default. Any one (1) or more of the following shall constitute an event of default hereunder:

(a) Default in the payment, when due, (whether by lapse of time, acceleration, or otherwise) of the principal of, premium, if any, or interest on the Secured Indebtedness or of any other indebtedness hereby secured; or

(b) Default for more than thirty (30) days after written notice to Mortgagor in the observance or compliance with any terms or provisions of this Mortgage; or

(c) The Mortgaged Premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof; or

(d) Any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or

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(e) *The Mortgaged Premises is abandoned; or*

(f) *An "Event of Default" occurs under the Reimbursement Agreement or the Trust Indenture or the Loan Agreement or any other indebtedness owed by the Mortgagor to the Bank or any Bank Affiliate (as defined in the Reimbursement Agreement).*

18. Remedies. When any event of default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Secured Indebtedness) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements:

(a) Acceleration. Mortgagee may, by written notice to Mortgagor, declare the Secured Indebtedness and all unpaid indebtedness hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) Uniform Commercial Code. Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling, and otherwise disposing of said property, including reasonable attorney's fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the interest rate as would be applicable to any Term Loan at the time the expense is incurred.

(c) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

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(d) Appointment of Receiver. Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) Taking Possession, Collecting Rents, Etc. Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgage Premises and such other personal property or intangible property pledged herein in the Granting Clauses to this Mortgage. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal or intangible property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the rate which would be applicable to a Term Loan at the time such expenses are incurred. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises

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becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the rate which would be applicable to a Term Loan at the time such costs are incurred.

19. Waiver of Right to Redeem From Sale - Waiver of Appraisalment, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Secured Indebtedness and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

20. Costs and Expenses of Foreclosure. In any suit to foreclose the lien hereof 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 attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title and Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the rate which would be applicable to a Term Loan at the time of expenditure.

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21. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 18(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 18(b) and 20 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to the Secured Indebtedness with interest thereon as herein provided; Third, to all principal of and interest on the Secured Indebtedness; with any overplus to whomsoever shall be lawfully entitled to same.

22. Deficiency Decree. If at any foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency; and Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Mortgaged Premises and the property of Mortgagor and of the rents, issues and profits thereof after such sale and until such deficiency decree is satisfied in full.

23. Mortgagee's Remedies Cumulative - No Waiver. No remedy or right of Mortgagee shall be exclusive of or shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

24. Mortgagee Party to Suits. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the rate per annum which would be applicable to a Term Loan at the time of expenditure.

25. Modifications Not to Affect Lien. Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any

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of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

26. Notices. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagor or Mortgagee may designate pursuant to a written notice set in accordance with the provisions of this Section 26.

27. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

28. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not. If more than one party signs this instrument as Mortgagor, then the term "Mortgagor" as used herein shall mean all of such parties jointly and severally.

29. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

30. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

31. Revolving Credit. This Mortgage is given, in part to secure revolving credit loans made pursuant to the Reimbursement Agreement and shall secure not only existing indebtedness hereby secured but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise. All advances, disbursements and expenditures (collectively "advances") made by Mortgagee before and during foreclosure, prior to sale, and where applicable, after sale, for the following purposes, including interest thereon at the rate under a Reimbursement Agreement, are hereinafter referred to as "Protective Advances";

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- (a) excess restoration costs pursuant to Subsection 8(d);
- (b) advances in accordance with the terms of this Mortgage to: (i) protect, preserve or restore the Mortgaged Premises; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Subsection (b)(5) of 735 ILCS 5/15-1302 of the Illinois Mortgage Foreclosure Law, as amended from time to time (the "Foreclosure Law");
- (c) payments (i) when due of installments of principal, interest or other obligations in accordance with the terms of any prior encumbrance; (ii) when due of installments of real estate taxes and other Impositions; (iii) of other obligations authorized by this Mortgage; or (iv) with court approval any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, all as referred to in the first paragraph of this Section of this Mortgage and in 735 ILCS 5/15-1505 of the Foreclosure Law;
- (d) actual attorneys' fees and other costs incurred in connection with the foreclosure of this Mortgage as referred to in 735 ILCS 5/15-1504(d)(2) and 735 ILCS 5/15-1510 of the Foreclosure Law and in connection with any other litigation or administrative proceeding to which the Mortgagee may be or become or be threatened or contemplated to be a party, including probate and bankruptcy proceedings, or in the preparation for the commencement or defense of any such suit or proceeding; including filing fees, appraisers' fees, outlays for documents and expert evidence, witness fees, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title charges and examinations, foreclosure minutes, title insurance policies, Torrens certificates, appraisals, and similar data and assurances with respect to title and value as Mortgagee may deem reasonably necessary either to prosecute or defend such suit or, in case of foreclosure, to evidence to bidders at any sale which may be had pursuant to the foreclosure judgment the true condition of the title to or the value of the Premises;
- (e) Mortgagee's fees and costs arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in 735 ILCS 5/15-1508(b)(1) of the Foreclosure Law;
- (f) payment by Mortgagee of Impositions as required of Mortgagor by Section 4 of this Mortgage;
- (g) Mortgagee's advances of any amount required to make up a deficiency in deposits for installments of Impositions, as required of Mortgagor by Section 4 of this Mortgage;
- (h) expenses deductible from proceeds of sale referred to in Subsections (a) and (b) of 735 ILCS 5/15-1512 of the Foreclosure Law; and

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(i) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the Mortgaged Premises or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the owner thereof; (ii) if any of the Mortgaged Premises consists of an interest in a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums upon casualty and liability insurance made by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, without regard to the limitation to maintaining of insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Premises imposed by 735 ILCS 5/15-1704(c)(1) of the Foreclosure Law; (iv) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Premises or required to be made by the owner of the Mortgaged Premises under any grant or declaration of easement, easement agreement, reciprocal easement agreement, agreement with any adjoining land owners or other instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Premises; (v) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Premises is a member in any way affecting the Mortgaged Premises; and (vi) operating deficits incurred by Mortgagee in possession or reimbursed by Mortgagee to any receiver.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time the Mortgage is recorded, pursuant to 735 ILCS 5/15-1302(b)(1) of the Foreclosure Law.

The Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Foreclosure Law, be included in:

(i) determination of the amount of indebtedness secured by this Mortgage at any time;

(ii) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent amendment of such judgment, supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after entry of such judgment, it being hereby agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) if right of redemption has not been waived by this Mortgage, computation of the amount required to redeem, pursuant to 735 ILCS 5/15-1603(b)(2) and (e) of the Foreclosure Law;

(iv) determination of amounts deductible from sale proceeds pursuant to 735 ILCS 5/15-1512 of the Foreclosure Law;

(v) determination of the application of income in the hands of any receiver or mortgagee in possession; and

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(vi) computation of any deficiency judgment pursuant to 735 ILCS 5/15-1508(e) and 735 ILCS 5/15-1511(b)(2) of the Foreclosure Law.

All moneys paid for Protective Advances or any of the other purposes herein authorized and all expenses paid or incurred in connection therewith, including actual attorneys' fees, and any other moneys advanced by Mortgagee to protect the Mortgaged Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate set forth in the Reimbursement Agreement. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

Should the proceeds of the Letter of Credit or any part thereof, or any amount paid out or advanced hereunder by Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any senior mortgage (as described in 735 ILCS 5/15-1505 of the Foreclosure Law) or any other lien or encumbrance upon the Premises or any part thereof on a parity with or prior or superior to the lien hereof ("Prior Encumbrance"), then as additional security hereunder, the Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

32. Waiver of Jury Trial. The Bank and the Mortgagor, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Mortgage, Security Agreement and Assignment of Rents or any related instrument or agreement or any of the transactions contemplated hereby or any course of conduct, dealing, statements (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by all of them.

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IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

(See Trustee Exculpatory Clause Rider attached to an made an express part of this Mortgage, Security Agreement & Assignment of Rents)

MORTGAGOR:

ITASCA BANK AND TRUST CO., as Trustee under Trust Agreement dated as of the 25th day of August, 1987 and known as Trust No. 10502, as trustee and not personally

By: [Signature]
Title: Sr. Trust Officer

Attest: [Signature]
Title: Asst. Sec'y.

ACTIVE GRAPHICS, INC., an Illinois corporation

By: [Signature]
Title: President

Attest: [Signature]
Title: SECRETARY

MORTGAGEE:

NBD BANK, a Michigan banking organization

By: [Signature]
Title: ROBERT D. CURTIS
First Vice President

NBD BANK, an Illinois banking corporation

By: [Signature]
Title: ASSISTANT VICE PRESIDENT

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This Rider is attached to and forms part of certain Mortgage, Security Agreement and Assignment of Rents dated 11-1-95, executed by Itasca Bank & Trust Co., Trustee u/v/a No. 10502 and not personally:

This document is executed by Itasca Bank & Trust Co., not personally, but as Trustee under Trust No. 10502 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either express or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling

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STATE OF ILLINOIS)
 DU PAGE) SS.
COUNTY OF COOK)

I, JoAnn M. Trippi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barbara Love & Stap Perry ^{Tr. Officer & Asst. Sec'y.} of First Bank and Trust Co., as Trustee under Trust Agreement dated as of the 25th day of August, 1987 and known as Trust No. 10502, as trustee, who is personally know to me to be the same person whose name is subscribed to the foregoing instrument as such trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of November, 1993.



JoAnn M. Trippi
NOTARY PUBLIC

JoAnn M. Trippi
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires: 6-5-96

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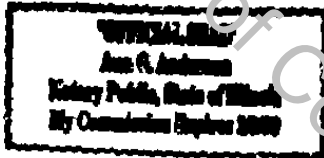
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Ann G. Anderson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert D. Curtis, First VP of NBD Bank, a Michigan banking organization, who is personally know to me to be the same person whose name is subscribed to the foregoing instrument as such First VP, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation on behalf of itself and NBD Bank, a Michigan banking organization for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7th day of November, 1995.



Ann G. Anderson
NOTARY PUBLIC

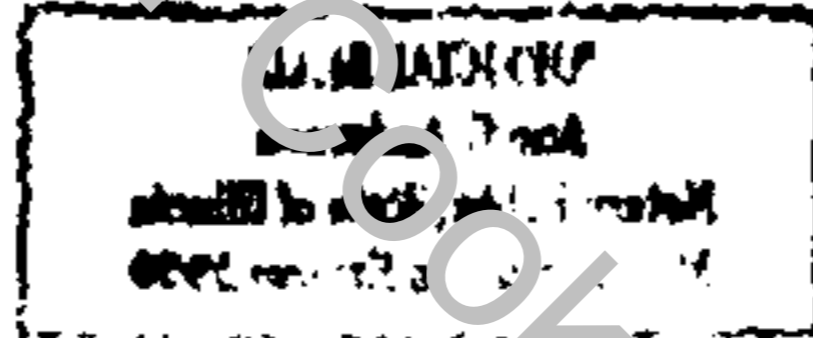
Ann G. Anderson
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires: 2/9/99

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK) --

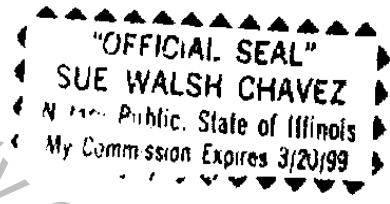
I, Sue Walsh Chavez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KREG JACKSON, AVP of NBD Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such AVP, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation on behalf of itself and NBD Bank, an Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27 day of November, 1995.

Sue Walsh Chavez
NOTARY PUBLIC
Sue Walsh Chavez
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires: 3/20/99



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007568651 AH
STREET ADDRESS: 1532 W. FULTON STREET
CITY: CHICAGO COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 9.28 FEET OF LOT 2 AND LOTS 3 AND 4 IN SUBDIVISION OF THE EAST 75 FEET OF THE SOUTHWEST 1/4 OF BLOCK 15 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 TO 7 BOTH INCLUSIVE IN COUNTY CLERKS DIVISION OF THE SOUTH 1/2 OF BLOCK 15 IN UNION PARK SECOND ADDITION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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