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. T#0012 TRAN 8339 12/26/95 11:30:00
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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT and FINANCING STATEMENT

Dated as of December 22, 1995 .

By and between

STERK'S SUPER FOODS, INC.,
an Indiana corporation
as Mortgagor

and

NATIONAL CONSUMER COOPERATIVE BANK,
a Federally Chartered Banking Corporation
as Mortgagee

BOX 333-CTI

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Illinois Leasehold

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (this "Mortgage") is made as of December 22, 1995, by and between STERK'S SUPER FOODS, INC., an Indiana corporation having offices at 5217 Hohman Avenue, Hammond, Indiana 46320 (together with its successors and assigns, the "Mortgagor"), and NATIONAL CONSUMER COOPERATIVE BANK, a federally chartered banking corporation having offices at 1401 Eye Street, N.W., Suite 700, Washington, D.C. 20005 (together with its successors and assigns, the "Mortgagee").

R E C I T A L S

A. Loan and Security Agreement. Pursuant to a Loan and Security Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Mortgagor and the Mortgagee, the Mortgagee has agreed to make revolving loans in an amount not to exceed at any time two million dollars (\$2,000,000.00), and a term loan in the amount of twelve million dollars (\$12,000,000), which revolving loans and term loan are collectively called the "Loans". In connection therewith, the Mortgagor has executed promissory notes in favor of the Mortgagee evidencing the Loans (such promissory notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, are collectively called the "Notes") which promissory notes are due and payable in full if not sooner paid on or before December 1, 2005, subject to extension and acceleration as set forth in the Loan Agreement, bearing interest as provided in the Loan Agreement on the principal amount thereof from time to time outstanding. Unless otherwise defined herein or defined by reference to other documents or instruments, terms used herein shall have the same meanings when used herein as such terms have in the Loan Agreement. The rates of interest on the Loans vary in accordance with formulas set forth in the Loan Agreement.

B. Loan Documents. The Notes, the Loan Agreement, and any other documents and instruments executed and delivered by or on behalf of the Mortgagor in connection with the Notes or the Loan Agreement or as security therefor, including each mortgage securing the Loan and the Subordination Agreement, as the same may be amended, modified or supplemented from time to time, are collectively called the "Loan Documents".

C. The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: (i) all obligations of the Mortgagor to the Mortgagee under or in

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connection with the Loan Agreement, the Notes or any of the other Loan Documents; and (ii) all other obligations of the Mortgagor to the Mortgagee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, or due or to become due, arising out of or in connection with the Loan Agreement or any of the other Loan Documents, including, without limitation, all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee under or with respect to, this Mortgage, all of the covenants, obligations and agreements in, under or pursuant to the Notes, the Loan Agreement, this Mortgage, and the other Loan Documents, any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined) and other collateral under the other Loan Documents, to perform any obligation of the Mortgagor hereunder and any obligation of the Mortgagor under the other Loan Documents or to collect any amount owing to the Mortgagee which is secured hereby or under the other Loan Documents; interest on all of the foregoing; and all costs of enforcement and collection (including, without limitation, attorneys' fees and court costs) of this Mortgage, the other Loan Documents and the Liabilities. Any future advances under the Notes or the Loan Agreement, whether obligatory or made at the option of the Mortgagee, shall be secured by this Mortgage, and shall be entitled to the same priority as if such future advances were made on the date hereof. Notwithstanding anything set forth hereinabove to the contrary, the amount of the Liabilities secured hereby shall not exceed \$50,000,000.00 outstanding at any one time.

D. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all right, title and interest of the Mortgagor in and to all of the following:

(i) Real Estate. All of the land described on Exhibit A attached hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing are collectively called the "Real Estate");

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(ii) Leasehold Estate. All present and future rights, title and interests of the Mortgagor, however acquired, in, to and under each lease or sublease described on Exhibit B hereto (as amended, renewed or extended from time to time, together with any new lease of the Real Estate or Improvements (defined below) entered into by the Mortgagor in replacement, extension or renewal of or substitution for said lease, collectively the "Facility Lease"), all present and future right, title and interest of the Mortgagor, as lessee or otherwise in and to the Land, the Premises (hereinafter defined) and the rest of the Mortgaged Property (hereinafter defined), and any other real or personal property (collectively the "Leased Property") which is subject to the Facility Lease or which is created under or pursuant to the Facility Lease and all present and future amendments, renewals and supplements thereto, including all of Mortgagor's unexpired estate, title, interest and term of years in the Leased Property by virtue of the Facility Lease and any and all credits, deposits, options to renew or extend, options to purchase, rights of first refusal, and other rights and privileges of the Mortgagor thereunder (all of the foregoing are collectively called the "Leasehold Estate").

(iii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by the Mortgagor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Mortgagor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing are collectively called the "Improvements");

(iv) Personal Property. All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) severed minerals, rock or stone, and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Mortgagor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere, including, without limitation, all rights of the Mortgagor under any lease to furniture, furnishings, fixtures and other items of personal property (all of the foregoing are collectively called the "Goods");

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(v) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Mortgagor related to the Real Estate or the Improvements (all of the foregoing are collectively called the "Intangibles");

(vi) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing are collectively called the "Rents");

(vii) Leases. All rights of the Mortgagor under all leases, subleases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing are collectively called the "Leases"), and

(viii) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes collectively called the "Premises".)

Notwithstanding the foregoing, to the extent that the Articles or By-Laws of Certified Grocers Midwest, Inc. ("Certified"), or any agreement between the Mortgagor and Certified, prohibits the assignment of, or the creation of a security interest in, the Mortgagor's interest therein, and such prohibition is enforceable under applicable law, the Mortgagor's interest therein shall be excluded from the foregoing granting clauses for so long as such prohibition continues (but, in any event, any proceeds of any of the foregoing shall become Collateral hereunder immediately upon receipt thereof by the Mortgagor and, if so requested by the Mortgagee at any time a Default or Unmatured Event of Default exists, the Mortgagor shall direct Certified to deliver such proceeds directly to a lockbox, assignee deposit account or similar account in the possession and control of the Mortgagee).

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G R A N T

NOW, THEREFORE, for and in consideration of the Mortgagee making any loan, advance or other financial accommodation to or for the benefit of the Mortgagor, including sums advanced under the Notes, and in consideration of the various agreements contained herein, in the Notes, in the Loan Agreement, and in the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities,

THE MORTGAGOR DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, WARRANT AND ASSIGN UNTO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER ALL OF THE MORTGAGOR'S RIGHT, TITLE AND INTEREST IN THE PREMISES NOW OWNED OR HEREAFTER ACQUIRED, AND THE MORTGAGOR DOES HEREBY TRANSFER, SELL, ASSIGN AND CONVEY TO THE MORTGAGEE THE COLLATERAL AND GRANT TO THE MORTGAGEE A SECURITY INTEREST THEREIN.

TO HAVE AND TO HOLD the Premises and the Collateral unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale that: at the execution and delivery hereof it is well seized of the Premises, and of a good valid leasehold estate in the Facility Lease; the Collateral is free from all encumbrances whatsoever (and any claim of any other Person thereto) other than the security interest granted to the Mortgagee herein and pursuant to the other Loan Documents and liens and encumbrances permitted under subsection 6.2(B) of the Loan Agreement (the "Permitted Exceptions"); it has good and lawful right to sell, mortgage and convey the Collateral; and it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever with the exception of the Permitted Exceptions.

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I. COVENANTS AND AGREEMENTS OF THE MORTGAGOR

Further to secure the payment and performance of the Liabilities, the Mortgagor hereby covenants, warrants and agrees with the Mortgagee as follows:

1.1 Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, all amounts due under the Loan Agreement and all other Liabilities (including fees and charges). All sums payable by the Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. [The Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.]

1.2 Maintenance and Repair. The Mortgagor will: not abandon the Premises (except, to the extent applicable, upon termination of the Facility Lease at the end of its stated term); not do or suffer anything to be done which would materially depreciate or impair the value of the Collateral, reasonable wear and tear excepted, or the security of this Mortgage; not remove or demolish any of the Improvements; pay before delinquent for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any changes, additions or alterations to the Premises or the Improvements, other than changes, additions and alterations which (i) do not materially impair the value of the Premises, (ii) are required by any applicable governmental requirement, (iii) are approved in writing by the Mortgagee, which approval shall not be unreasonably withheld or delayed, or (iv) are required by the immediately following clause; maintain, preserve and keep the Goods and the Improvements in good, safe and insurable condition and repair to the extent necessary to conduct the Mortgagor's business in all material respects and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction, all as promptly as possible under the circumstances but in all cases in compliance with any time period provided under applicable requirements of governmental authorities and insurance underwriters and all to the extent necessary to conduct the Mortgagor's business in all material respects; not commit, suffer or permit waste of any part of the Premises; and maintain all grounds and abutting streets and sidewalks in good and neat order and repair.

1.3 Sales; Liens. The Mortgagor will not: sell, lease, assign, transfer or convey, or permit to be transferred or conveyed, the Premises or any part thereof or any interest or estate in any therein (including any conveyance into a trust or

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any conveyance of the beneficial interest in any trust that may be holding title to the Premises) except in the ordinary course of business; or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Premises or any part thereof, except the Permitted Exceptions.

1.4 Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government, or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Mortgagee's receipt of interest payments on the principal portion of the Liabilities), assessment or imposition upon this Mortgage, the Notes, any of the other Liabilities, any other Loan Document, or any interest of the Mortgagee in the Collateral, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to this Mortgage, the Notes, or any other Loan Document, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee before they become delinquent. If any law or regulation is enacted or adopted permitting, authorizing or requiring any material tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying such tax, assessment or imposition to or for the Mortgagee, then all sums hereby secured shall become due and payable 30 days after written demand for payment by the Mortgagee.

1.5 Insurance. The Mortgagor will at all times maintain or cause to be maintained on the Goods, the Improvements and on all other Collateral all insurance required by the Loan Agreement and by the other Loan Documents, and insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder, and shall deliver to and keep deposited with the Mortgagee original certificates and certified copies of all policies of such insurance and renewals thereof, with premiums prepaid, and with standard non-contributory mortgagee and loss payable clauses reasonably deemed satisfactory by the Mortgagee, and clauses providing for not less than 30 days' prior written notice to the Mortgagee of cancellation or material modification of such policies attached thereto in favor of the Mortgagee. All of the above-mentioned original insurance policies or certified copies of such policies and certificates of such insurance reasonably deemed satisfactory by the Mortgagee, together with receipts for the payment of premiums thereon, shall be delivered to and held by the Mortgagee, which delivery shall constitute an assignment to the Mortgagee of a security interest in all return premiums. The liability insurance policies required hereunder shall name the Mortgagee as an additional insured. All renewal and replacement policies shall be delivered

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to the Mortgagee at least thirty (30) days before the expiration of the expiring policies. Subject to the terms of the immediately succeeding paragraph, the Mortgagor agrees that any loss paid under any of such policies and any insurance proceeds held by the Mortgagee while a Default or an Unmatured Event of Default is continuing shall be applied, at the option of the Mortgagee, toward pre-payment of the Notes or any of the other Liabilities, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral, as the Mortgagee in its sole and unreviewable discretion may elect (which election shall not relieve the Mortgagor of the duty to rebuild or repair). While no Default or Unmatured Event of Default is continuing insurance proceeds of less than \$100,000 in the aggregate with respect to any single loss will be paid directly to the Mortgagor to be used for rebuilding or repairing the damaged or destroyed Collateral while insurance proceeds of \$100,000 or more will be held by the Mortgagee in a cash collateral account and disbursed as they are needed for rebuilding or repairing the damaged or destroyed Collateral. The Mortgagee agrees to apply all insurance proceeds not used to rebuild or repair the Collateral to repayment of the Liabilities. In the case of a loss of \$100,000 or more the Mortgagee may in the Mortgagee's reasonably exercised discretion impose such restrictions on the release of such proceeds as are customarily imposed by prudent construction leaders, including, without limitation, disbursement through a construction escrow and approval of plans and the project budget.

The Mortgagee shall have the right to settle and compromise any and all claims under any of the casualty policies required to be maintained by the Mortgagor hereunder, except that, so long as no Default or Unmatured Event of Default exists, (i) the Mortgagor may settle and compromise all such claims in amounts less than \$100,000 and retain all proceeds of such claims under \$100,000 and (ii) the Mortgagee shall not settle or compromise any claim without the written consent of the Mortgagor (which shall not be unreasonably withheld). The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact, with power to demand and receive all monies payable thereunder, to execute in the name of the Mortgagor or the Mortgagee or both any proof of loss, notice, draft or other instrument in connection with such policies or any loss thereunder and generally to do and perform any and all acts as the Mortgagor, but for this appointment, might or could perform. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any

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condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder. The Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and the Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

1.6 Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, such condemnation awards shall be applied to prepayment of the Liabilities as provided in Section 1.5 above for insurance proceeds.

1.7 No Mechanics' Liens. The Mortgagor will not suffer any mechanic's, laborer's or materialmen's lien to be created or remain outstanding upon the Premises or any part thereof, except as permitted by Section 5.2(B) of the Loan Agreement. Anything herein contained to the contrary notwithstanding, the Mortgagor shall not be deemed in default with respect to the provisions of this Section if the Mortgagor provides the Mortgagee with written notice of the Mortgagor's good faith intention to diligently contest such claim or lien (and the Mortgagor does so contest such claim or lien) at the Mortgagor's sole expense and, if requested by the Mortgagee, the Mortgagor furnishes to the Mortgagee either a bond, in form and with sureties reasonably satisfactory to the Mortgagee, or a title insurance policy insuring over such lien. The Mortgagor agrees to promptly deliver to the Mortgagee a copy of any notices that the Mortgagor receives with respect to any pending or threatened lien or the foreclosure thereof.

1.8 The Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagee after notice to the Mortgagor may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner reasonably deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at the rate determined pursuant to Section 2.5(C) of the Loan Agreement (the "Default Rate") shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand.

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1.9 Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the loan secured hereby, the Mortgagee shall have and be entitled to a lien or other interest on the Collateral equal in priority to the lien or other interest discharged and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Liabilities.

1.10 Facility Lease.

(a) Mortgagor will promptly pay, or cause to be paid, all rents, charges and other sums or amounts required to be paid by Mortgagor under the terms of the Facility Lease, and will further timely and fully keep and perform all of the covenants, terms, conditions and provisions of the Facility Lease required to be performed and complied with by the tenant thereunder, and will not do or suffer to be done in respect of any Facility Lease anything the doing of which, or refrain from doing anything the omission of which, will materially impair the security of this Mortgage.

(b) The Mortgagor will not modify, extend or in any way alter the material terms of the Facility Lease or cancel or surrender the Facility Lease, or waive, excuse, condone or in any way release or discharge the lessor thereunder of or from any material obligation, covenant, condition or agreement by said lessor to be done and performed, without the Mortgagee's prior written consent (not to be unreasonably withheld or delayed); and the Mortgagor does by these presents expressly release, relinquish and surrender unto the Mortgagee all its right, power and authority to cancel, surrender, amend, modify or alter in any way the material terms and provisions of the Facility Lease and shall not attempt on the part of the Mortgagor to exercise any such right without the written authority and consent of the Mortgagee thereto being first had and obtained.

(c) The Mortgagor will notify the Mortgagee of any breach by the lessor under the Facility Lease and of any inability of such lessor to perform its obligations under the Facility Lease.

(d) Promptly after it obtains knowledge of same the Mortgagor shall give the Mortgagee notice of any material default by the Mortgagor under the Facility Lease or of the receipt by it of any notice of default from the lessor thereunder and shall furnish to the Mortgagee promptly any and all information which the Mortgagee may reasonably request concerning the performance

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by the Mortgagor of the covenants of the Facility Lease or of this Mortgage and shall permit forthwith the Mortgagee or its representatives at all reasonable times to make investigation or examination concerning the performance by the Mortgagor of the covenants of the Facility Lease or of this Mortgage.

(e) The Mortgagor will promptly deposit with the Mortgagee a copy of the Facility Lease certified as true, correct and complete by a duly elected and authorized officer of Mortgagor and any and all documentary evidence received by it showing compliance by the Mortgagor with the provisions of the Facility Lease and will also deposit with the Mortgagee an exact copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way materially relating to or affecting the Facility Lease which may concern or affect the estate of the lessor or the lessee in or under the Facility Lease or in the real estate thereby demised.

1.11 Assignment of Leases and Rents and Collections.

(a) All of the Mortgagor's interest in and rights under the Leases now existing or hereafter entered into, and all of the Rents, whether now due, past due, or to become due, and including all prepaid rents and security deposits, and all other amounts due with respect to any of the other Collateral, are hereby absolutely, presently and unconditionally assigned and conveyed to the Mortgagee to be applied by the Mortgagee in payment of all sums due under the Notes, the other Liabilities and all other sums payable under this Mortgage. Prior to the occurrence of any Default, the Mortgagor shall have a license to collect and receive all Rents and other amounts and to apply such Rents in accordance with Paragraph (b) below, which license shall be terminated at the sole option of the Mortgagee, without regard to the adequacy of its security hereunder and without notice to or demand upon the Mortgagor, upon the occurrence of any Default. It is understood and agreed that neither the foregoing assignment to the Mortgagee nor the exercise by the Mortgagee of any of its rights or remedies under Article III hereof shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Collateral by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Collateral by such receiver, be deemed to make the Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Collateral or the use, occupancy, enjoyment or operation of all or any portion thereof. Upon the occurrence of any Default, this shall constitute a direction to and full authority to each lessee

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under any Leases, each guarantor of any of the Leases and any other Person obligated under any of the Collateral to pay all Rents and other amounts to the Mortgagee without proof of the Default relied upon. The Mortgagor hereby irrevocably authorizes each such Person to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents and other amounts due or to become due.

(b) The Mortgagor shall apply the Rents and other amounts to the payment of all necessary and reasonable operating costs and expenses of the Collateral, debt service on the Liabilities and otherwise in compliance with the provisions of the Loan Agreement.

(c) The Mortgagor shall at all times fully perform the obligations of the lessor under all Leases. The Mortgagor shall at any time or from time to time, upon request of the Mortgagee, transfer and assign to the Mortgagee in such form as may be satisfactory to the Mortgagee in the Mortgagee's reasonably exercised judgment, the Mortgagor's interest in the Leases, subject to and upon the condition, however, that prior to the occurrence of any Default hereunder the Mortgagor shall have a license to collect and receive all Rents under such Leases upon accrual, but not prior thereto, as set forth in paragraph (a) above.

(d) The Mortgagee shall have the right to assign the Mortgagee's right, title and interest in any Leases to any subsequent holder of this Mortgage or any participating interest therein or to any Person acquiring title to all or any part of the Collateral through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to the Mortgagee. Upon the occurrence of any Default, the Mortgagee shall have the right to execute new leases of any part of the Collateral, including leases that extend beyond the term of this Mortgage.

II. DEFAULT

2.1 Loan Agreement. The occurrence of an Event of Default under the terms and provisions of the Loan Agreement shall constitute a default ("Default") hereunder.

III. REMEDIES

3.1 Acceleration. Upon the occurrence of any Default, the entire indebtedness evidenced by the Notes, the Loan Agreement and all other Liabilities together with interest thereon at the

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Default Rate shall, at the option of the Mortgagee, become immediately due and payable.

3.2 Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Notes, the Loan Agreement or any other Loan Document, or otherwise, or available under applicable law or in equity, shall be exclusive of any other remedy or right, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, 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 such Default or an 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 the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in the Notes or any other Loan Document or any other written agreement or instrument relating to any of the Liabilities or any security therefor.

3.3 Foreclosure; Receiver, Etc. During the continuance of any Default, the Mortgagee may proceed by suit to foreclose this Mortgage, to sue the Mortgagor for damages on account of or arising out of said continuing default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues and profits of the Collateral, with power to lease and control the Collateral and with such other powers as may be deemed necessary. The Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Collateral sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. All payments received by the Mortgagee as proceeds of the Collateral, or any part thereof, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by the Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any remedies under this Mortgage, including reasonable attorneys' fees as provided herein and in the other Loan Documents, appraisal fees, title search fees and foreclosure notice costs, (ii) to the payment of any of the Liabilities that are then due and payable (including

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principal, accrued interest and all other sums secured hereby), in such order as the Mortgagee may elect in its sole discretion, (iii) to an interest bearing cash collateral reserve fund to be held by the Mortgagee in an amount equal to, and as security for, any of the Liabilities that are not then due and payable, and (iv) the remainder, if any, shall be paid to the Mortgagor or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity. Upon the occurrence of any Default which is continuing or at any time thereafter, the Mortgagee shall have the option to proceed with foreclosure as provided for in this Mortgage, but without declaring the whole Liabilities due. Any such sale may be made subject to the unmatured part of the Liabilities secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Liabilities secured by this Mortgage, but as to such unmatured part of the Liabilities this Mortgage shall remain in full force and effect as though no sale had been made under the provisions hereof. Several sales may be made under the provisions hereof without exhausting the right of sale for any remaining part of the Liabilities whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Collateral for any matured part of the Liabilities without exhausting any power of foreclosure and the power to sell the Collateral for any other part of the Liabilities, whether matured at the time or subsequently maturing. In the event any excess sales proceeds remain after payment of costs of enforcement and the matured Liabilities such excess shall be applied to payment of the unmatured Liabilities.

3.4 Remedies for Leases and Rents. If any Default shall occur which is continuing, then, whether before or after institution of proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of copies of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto, (provided Mortgagor will be supplied with copies of such documents, books and records if Mortgagor so requests); (iii) in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the

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recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default which is continuing without notice to the Mortgagor or any other Person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities. The entering upon and taking possession of the Premises, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Default theretofore or thereafter occurring or affect any notice or Default hereunder or invalidate any act done pursuant to any such Default or notice, and, notwithstanding continuance in possession of the Premises or any part thereof by the Mortgagee or a receiver and the collection, receipt and application of the Rents, the Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of a Default which is continuing. Any of the actions referred to in this Section 3.4 may be taken by the Mortgagee without regard to the adequacy of the security for the indebtedness hereby secured.

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3.5 Personal Property. If any Default shall occur, the Mortgagee may exercise from time to time any rights and remedies available to it under applicable law upon default in payment of indebtedness. Without limiting the foregoing, the Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. The Mortgagor hereby expressly waives, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder.

3.6 No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder or otherwise. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence (other than its own gross negligence or wilful misconduct) in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other Person. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such liability other than liability resulting from Mortgagee gross negligence or wilful misconduct. Should the Mortgagee incur any such liability, loss or damage under or by reason hereof, or in the defense of any claims or demands other than liability resulting from Mortgagee gross negligence or wilful misconduct, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

IV. GENERAL

4.1 Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other Person, except any Person expressly released in writing by the Mortgagee (with the consent of any pledgee of the Liabilities), for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any Person, (i) release any Person liable for the payment or performance of the Notes or any of the other Liabilities or any guaranty given in connection therewith; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Notes or any of the other Liabilities or any guaranty given in connection therewith; modify

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or waive any obligation; (ii) subordinate, modify or otherwise deal with the lien hereof; (iii) accept additional security of any kind for repayment of the Notes or the other Liabilities or any guaranty given in connection therewith; release any Collateral or other property securing any or all of the Notes or the other Liabilities or any guaranty given in connection therewith; (iv) make releases of any portion of the Premises; consent to the making of any map or plat of the Premises or the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or (v) exercise or refrain from exercising, or waive, any right the Mortgagee may have.

4.2 Legal Expenses. The Mortgagor agrees to indemnify the Mortgagee from all loss, damage and expense, including (without limitation) attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party for the purpose of protecting the lien or priority of this Mortgage excluding, however, loss, damage, and expense caused by the gross negligence or willful misconduct of the Mortgagee.

4.3 Security Agreement; Fixture Filing. This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Premises are located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Premises are located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any Goods or other personal property that may now be or hereafter become such fixtures. For purposes of the foregoing the Mortgagor is the debtor (with its address as set forth on Schedule I hereto), the Mortgagee is the secured party (with its address as set forth on Schedule I hereto). If any item of Collateral hereunder also constitutes collateral granted to the Mortgagee under any other mortgage, agreement, document, or instrument, in the event of any conflict between the provisions of this Mortgage and the provisions of such other mortgage, agreement, document, or instrument relating to the Collateral, the provision or provisions selected by the Mortgagee shall control with respect to the Collateral.

4.4 Defeasance. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when the Mortgagee has no further obligation to make any advance, or extend any credit hereunder, under the Notes or any Loan Documents, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate

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instrument of reconveyance or release shall promptly be made by the Mortgagee to the Mortgagor, at the expense of the Mortgagor.

4.5 Notices. Except as otherwise provided under applicable law, all notices, demands and other communications hereunder to either party shall be given in accordance with the provisions of Section 8.7 of the Loan Agreement.

4.6 Successors; The Mortgagor; Gender. All provisions hereof shall bind the Mortgagor and the Mortgagee and their respective successors, vendees and assigns and shall inure to the benefit of the Mortgagee, its successors and assigns, and the Mortgagor and its permitted successors and assigns. Except with the written consent of the Mortgagee the Mortgagor shall not have any right to assign any of its rights hereunder. Except as limited by the preceding sentence, the word "Mortgagor" shall include all Persons claiming under or through the Mortgagor and all Persons liable for the payment or performance by the Mortgagor of any of the Liabilities whether or not such Persons shall have executed the Notes or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.7 Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned by the Mortgagor to the Mortgagee or in the Mortgagee's possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

4.8 No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Mortgagee to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

4.9 Governing Law. This Mortgage shall be a contract made under and governed by the internal laws of the State where the Premises are located.

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4.10 WAIVERS. MORTGAGOR, ON BEHALF OF ITSELF AND ALL PERSONS NOW OR HEREAFTER INTERESTED IN THE PROPERTY VOLUNTARILY AND KNOWINGLY HEREBY: ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A TRANSACTION WHICH DOES NOT INCLUDE EITHER AGRICULTURAL REAL ESTATE (AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, 735 ILCS 5/15-1101 ET SEQ., HEREIN THE "ACT"), OR RESIDENTIAL REAL ESTATE (AS DEFINED IN THE ACT); WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL OTHER RIGHTS TO REINSTATEMENT OR REDEMPTION AND ANY AND ALL OTHER RIGHTS AND BENEFITS UNDER ALL PRESENT AND FUTURE APPRAISEMENT, HOMESTEAD, MORATORIUM, VALUATION, EXEMPTION, STAY, EXTENSION, REDEMPTION AND MARSHALLING STATUTES, LAW OR EQUITIES NOW OR HEREAFTER EXISTING, AND AGREES THAT NO DEFENSE, CLAIM OR RIGHT BASED ON ANY THEREOF WILL BE ASSERTED, OR MAY BE ENFORCED, IN ANY ACTION ENFORCING OR RELATING TO THIS MORTGAGE OR ANY OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, MORTGAGOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE, HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS OF REINSTATEMENT (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REINSTATEMENT PROVIDED FOR IN 735 ILCS 5/15-1602) OR REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15-1603) OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.

4.11 JURY TRIAL. THE MORTGAGOR AND THE MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE OR ANY LOAN DOCUMENTS TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR ANY RELATED DOCUMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

4.12 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall

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not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.13 Time of Essence. Time is declared to be of the essence in this Mortgage, the Notes and the Loan Documents and of every part hereof and thereof.

4.14 Future Advances; Revolving Credit. A portion of the Liabilities constitutes "revolving credit" under Illinois law. This Mortgage is granted to secure such revolving credit and future advances and loans from the Mortgagee to or for the benefit of the Mortgagor (or its successors and assigns) or the Premises as provided in the Loan Agreement regardless of whether, at the time or times of such advances, the Mortgagor is then the owner of the Collateral or any interest in any thereof, and costs and expenses of enforcing the Mortgagor's obligations under this Mortgage, the Loan Documents and the Loan Agreement. All advances, disbursements or other payments required by the Loan Agreement shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded. Notwithstanding the foregoing, the maximum amount of the Liabilities which may be secured by this Mortgage at any time is \$50,000,000.00.

4.15 Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision of this Mortgage is inconsistent with any applicable provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) Without in any way limiting or restricting any of Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act, as the same may be amended from time to time. If any provision of this Mortgage grants to Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law.

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(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee, to the extent reimbursable under 735 ILCS 5/15-1510, 735 ILCS 5/15-1512, or any other provisions of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage on the day and year first above written.

STERK'S SUPER FOODS, INC.

By: [Signature]
Name: NUK OF SPIS
Title: Chief Executive Officer

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NATIONAL CONSUMER COOPERATIVE BANK

By: [Signature]

Name: JOHN S. GOSWAMI JR.

Title: CORPORATE BANKING OFFICER

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THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
Attention: Rex A. Palmer, Esq.

BOX 333-CTI

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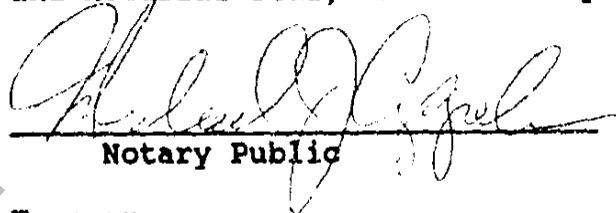
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STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, Michael J. Czopek, a Notary Public, do hereby certify that John S. Goldthwait, Jr., personally known to me to be a Corporate Banking Officer of NATIONAL CONSUMER COOPERATIVE BANK, a federally chartered banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such Corporate Banking Officer he signed and delivered the said document as Corporate Banking Officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as his 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 22nd day of December, 1995.

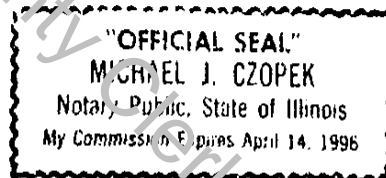


Notary Public

Type or
Print Name: Michael J. Czopek

My commission expires:

April 14, 1996



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Schedule I

Address of Secured Party and Debtor

Secured Party:

National Consumer Cooperative Bank
1401 Eye Street, N.W.
Suite 700
Washington, D.C. 20005

Debtor(s):

Sterk's Super Foods, Inc.
5217 Hohman Avenue
Hammond, Indiana 46320

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Exhibit A

LOT 4 AND LOT 5 IN JOHN G.W. FREITAG'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE MICHIGAN CENTRAL RAILROAD IN COOK COUNTY, ILLINOIS, ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 1, 1879, IN BOOK 14 OF PLATS, PAGE 76 AS DOCUMENT 235168.

Common Address: 413 W. Plummer Avenue
Calumet City, Illinois

Permanent Tax I.D. Numbers: 30-08-107-013
30-08-107-014

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Exhibit B

Site: 413 W. Plummer Avenue
Calumet City, Illinois

That certain Industrial Building Lease dated August 10, 1994, by and between Ronald J. Stockle, Co-Owner, and Peter J. Stockle, Co-Owner (collectively, the "Lessor") and Sterk's Super Foods of Illinois, Inc., ("Lessee").

Title to the property is held in a land trust with the Bank of Lansing, a corporation of Illinois, as Trustee under Trust Agreement dated June 3, 1977, and known as Trust Number 2040-102.

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