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JUNIOR MORTGAGE AND SECURITY AGREEMENT

THIS DOCUMENT PREPARED BY AND MAIL TO: Michael T. O'Connor Fuchs & Roselli, Ltd. Six West Hubbard Street, Suite 800 Chicago, Illinois 60610-4695	PROPERTY ADDRESS: 6600 West Touhy Avenue Niles, Illinois 60714 P.I.N. 10-30-402-012 10-30-402-015 10-30-402-016
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TO
MAN

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JUNIOR MORTGAGE AND SECURITY AGREEMENT

This Mortgage is made as of this 21st day of December, 1995, between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 13, 1994 and known as Trust Number 119821-05, ("Mortgagor"), with an office at 33 North LaSalle Street, Chicago, Illinois 60602 and Aline Preston whose address is 730 Sheridan Road, Winnetka, Illinois 60093 ("Lender").

RECITALS

WHEREAS, Mortgagor is indebted to Lender in the principal sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), or so much thereof as may be now or hereafter disbursed to or for the benefit of Maker, which indebtedness is evidenced by Maker's Mortgage Note dated December 21, 1995 and all modifications, substitutions, extensions, replacements and renewals thereof ("Note") providing for repayment of principal and interest and providing for a final payment of all sums due thereunder on January 1, 2011. All obligors on the Note are collectively referred to herein as "Maker".

THE GRANT

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all charges provided herein and all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained herein and in the Note, all future advances and all other indebtedness of Mortgagor to Lender whether now or hereafter existing (collectively, the "Secured Indebtedness" or "Indebtedness") and also for other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, Mortgagor does hereby convey, grant, and mortgage to Lender the real estate ("Real Estate") located in the County of Cook, State of Illinois and described on Exhibit A. The Real Estate has the common street address of 6600 West Touhy Avenue, Niles, Illinois ("Premises Address");

<p>THIS DOCUMENT PREPARED BY AND MAIL TO:</p> <p>Michael T. O'Connor Fuchs & Roselli, Ltd. Six West Hubbard Street, Suite 800 Chicago, Illinois 60610-4695</p>	<p>PROPERTY ADDRESS:</p> <p>6600 West Touhy Avenue Niles, Illinois 60714</p> <p>P.I.N. 10-30-402-012 10-30-402-015 10-30-402-016</p>
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TOGETHER WITH all buildings, structures, improvements, tenements, fixtures, easements, mineral, oil and gas rights, appurtenances thereunto belonging, title or reversion in any parcels, strips, streets and alleys adjoining the Real Estate, any land or vaults lying within any street, thoroughfare, or alley adjoining the Real Estate, and any privileges, licenses, and franchises pertaining thereunto, all of the foregoing now or hereafter acquired, all leasehold estates and all rents, issues, and profits thereof, for so long and during all such times as Mortgagor, its successors and assigns may be entitled thereto, all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to: (i) proceeds of insurance in effect with respect to the Premises and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards") (which are each pledged primarily and on a parity with the Real Estate and not secondarily), and all apparatus, equipment or articles now or hereafter located thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, and any other apparatus, equipment or articles used or useful in the operation of the Premises including all additions, substitutions and replacements thereof. All of the foregoing are declared to be a part of the Real Estate whether physically attached or not. All similar apparatus, equipment, articles and fixtures hereafter placed on the Real Estate by Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate. (All of the foregoing, together with the Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Premises").

To have and to hold the Premises unto the Lender, its successors and assigns forever, for the purposes and uses set forth herein, free from all rights and benefits under any Homestead Exemption laws of the state in which the Premises is located, which rights and benefits Mortgagor does hereby expressly release and waive.

COVENANTS AND AGREEMENTS

Mortgagor and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Mortgagor shall promptly pay or cause to be paid when due all of Secured Indebtedness.
2. Intentionally Omitted.
3. Application of Payments. Unless prohibited by applicable law, all payments received by Lender under this Mortgage, the Note and all other documents given to Lender to further evidence, secure or guarantee the Secured Indebtedness shall be applied by Lender first to any sums advanced by Lender pursuant to Paragraph 8 to protect the security of this Mortgage,

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then to interest payable on the Note, and then to Note principal (and if principal is due in installments, application shall be to such installments in the inverse order of their maturity).

Any applications to principal of proceeds from insurance policies, as provided in Paragraph 6, or of condemnation awards, as provided in Paragraph 10, shall not extend or postpone the due date of any monthly installments of principal or interest, or change the amount of such installments or of the other charges or payments provided in the Note or the Mortgage.

4. Prior Encumbrances; Liens. Mortgagor shall keep the Premises free from mechanics' and all other encumbrances and liens, except statutory liens for real estate taxes, assessments not yet due and payable and the Senior Debt.

5. Taxes and Assessments; Rents. Mortgagor shall pay or cause to be paid when due all Impositions and water, sewer and other charges, fines and Impositions attributable to the Premises and leasehold payments, if any, and all other sums due under any ground lease attributable to the Premises. Mortgagor shall provide evidence satisfactory to Lender of compliance with these requirements promptly after the respective due dates for payment. Mortgagor shall pay, in full, but under protest in the manner provided by Statute, any tax or assessment Mortgagor desires to contest.

6. Insurance. Mortgagor shall insure and keep insured the Premises against such perils and hazards, and in such amounts and with such limits, as Lender may from time to time require, and, in any event, including comprehensive general public liability insurance against death, bodily injury and property damage arising in connection with the Premises with such limits as the Lender may reasonably require;

All insurance shall: (i) be in form and content, and shall be carried in companies, approved by Lender; (ii) have attached standard non-contributing mortgagee clauses and with loss payable to Lender; (iii) provide 30 days' advance written notice to Lender before cancellation or material modification; and (iv) provide that no claims shall be paid thereunder without ten days' advance written notice to Lender. Originals of all policies and renewals (or certificates evidencing the same), marked "paid", shall be delivered to Lender at least thirty (30) days before the expiration of existing policies. Mortgagor shall not carry any separate insurance on such improvements concurrent in kind or form with any insurance required hereunder or contributing in the event of loss without Lender's prior written consent, and any such policy shall have attached standard non-contributing Mortgagee clauses and with loss payable to Lender, and shall meet all other requirements set forth herein. Mortgagor shall give immediate notice of any casualty loss to Lender.

In case of loss covered by any of such policies, Mortgagor is authorized to adjust, collect and compromise in its discretion, all claims thereunder. At the option of the Mortgagor, all or part of the proceeds of any such insurance may be applied either to the restoration of the Premises or to the reduction of the Secured Indebtedness.

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7. Use, Preservation and Maintenance of Premises. Mortgagor shall keep the premises in good condition and repair and shall not commit waste or permit impairment or deterioration of the Premises. Mortgagor shall not allow, store, treat or dispose of Hazardous Material as defined in Paragraph 27, nor permit the same to exist or be stored, treated or disposed of, from or upon the Premises. Mortgagor shall promptly restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or destroyed. Mortgagor shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Premises, including all environmental, health and safety laws and regulations, and shall make no material alterations in the Premises except as required by law, without the prior written consent of Lender.

8. Protection of Lender's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage within thirty (30) days after notice from Lender or a reasonable period of time provided Mortgagor commences curing such default within thirty (30) days, or the Note, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Premises, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it deems expedient or necessary to protect Lender's interest, including (i) making repairs; (ii) discharging Prior Encumbrances in full or part; (iii) paying, settling, or discharging tax liens, mechanics' or other liens, and paying ground rents (if any); (iv) procuring insurance; and (v) renting, operating and managing the Premises and paying operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and usable for its intended purposes. Lender, in making such payments of Impositions and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity thereof.

Any amounts disbursed by Lender pursuant to this Paragraph 8 shall be a part of the Secured Indebtedness and shall bear interest at the default interest rate provided in the Note (the "Default Rate"). Nothing contained in this Paragraph 8 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of this Paragraph 8.

9. Inspection of Premises and Books and Records. Mortgagor shall permit Lender and its representatives and agents to inspect the Premises from time to time during normal business hours and as frequently as Lender requests. Mortgagor shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises. From time to time upon not less than five (5) days demand, Mortgagor shall permit Lender or its agents to examine and copy such books and records and all supporting vouchers and data at its offices or at the address identified above.

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Lender. Mortgagor hereby grants a security interest to Lender in and to such proceeds. Lender is authorized to collect such proceeds and, to apply said proceeds either to restoration or repair of the Premises or in payment of the Secured Indebtedness. In the event the Premises are restored, Lender may pay the condemnation proceeds in accordance with its customary construction loan payment procedures, and may charge its customary fee for such services.

11. Mortgagor Not Released; Forbearance by Lender Not a Waiver; Remedies Cumulative. Any extension or other modification granted by Lender to any successor in interest of Mortgagor of the time for payment of all or any part of the Secured indebtedness shall not operate to release, in any manner, Mortgagor's liability. Any forbearance or inaction by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph 8 or otherwise, shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. No consent or waiver by Lender to or of any breach or default by Mortgagor shall be deemed a consent or waiver to or of any other breach or default.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective heirs, executors, legal representatives, successors and permitted assigns of Lender and Mortgagor. If this Mortgage is executed by more than one Mortgagor, each Mortgagor shall be jointly and severally liable hereunder.

13. Excess Loan Charges. If the Loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Maker which exceeded permitted limits ("Excess Loan Charges") will, at Lender's option, either be refunded to Maker or applied as a credit against the then outstanding principal balance or accrued and unpaid interest thereon. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. Neither Mortgagor nor any other guarantor or obligor on the Note shall have any action against Lender for any damages whatsoever arising from the payment of Excess Loan Charges.

14. Legislation Affecting Lenders' Rights. If an enactment, modification or expiration of an applicable governmental law, ruling or regulation has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 19.

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15. Notice. Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be given by hand delivery or by certified mail, return receipt requested. Notices shall be given to Mortgagor at 33 North LaSalle Street, Chicago, Illinois 60602 with a copy to Preston Industries, 7800 North Merrimac, Niles, Illinois 60714 and to Lender at Lender's address stated above. Notices shall be deemed to have been given and effective on the date of delivery, if hand delivered, or two (2) days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are given by notice as provided herein.

16. Governing Law; Severability. The laws of Illinois shall govern the interpretation and enforcement of this Mortgage. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. If any provision or clause of this Mortgage, or the application thereof, is adjudicated to be invalid or unenforceable, the validity or enforceability of the remainder of this Mortgage shall be construed without reference to the invalid or unenforceable provision or clause.

17. Prohibitions on Transfer of the Premises or of an Interest in Mortgagor. It shall be an immediate default if, without the prior written consent of Lender, which consent may be granted or withheld at Lender's sole discretion, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including an installment sale), assignment, transfer, lien, pledge, hypothecation, mortgage, security interest, or other encumbrance or alienation, whether by operation of law, voluntarily or otherwise, (collectively "Transfer") of (1) the Premises or any part thereof or interest therein; or (2) all or a portion of the beneficial interest of Mortgagor or the power of direction; (3) all or a portion of the stock of any corporate beneficiary of a trustee Mortgagor that results or could result in a material change in the identity of the person(s) or entity(ies) previously in control of such corporation; (4) all or a portion of an interest in a partnership, or a joint venture interest of a joint venturer in the joint venture, if Mortgagor's beneficiary consists of or includes a partnership or joint venture, that results or could result in a material change in the identity of the person(s) or entity(ies) in control of such partnership or joint venture (each of the foregoing is referred to as a "Prohibited Transfer"). In the event of such default, Lender, at its sole option, may declare the entire unpaid balance, including interest, immediately due and payable.

18. Event of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Mortgagor's failure to pay any amount due herein or secured hereby, or any installment of principal or interest when due and payable whether at maturity or by acceleration or otherwise under the Note, this Mortgage, or any other Loan Document, which failure continues for more than five (5) days after the due date; provided, however, that this grace period shall not apply to the other sub-paragraphs of this Paragraph 18;

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(b) Mortgagor's or Beneficiary's failure to perform or observe any other covenant, agreement, representation, warranty or other provision contained in the Note, this Mortgage (other than an Event of Default described elsewhere in this Paragraph 18) or any other Loan Document and such failure continues for a period of thirty (30) days after Mortgagor's becoming aware of such failure or the effective date of notice thereof given by Lender to Mortgagor or beyond a reasonable period of time if not capable of being cured within thirty (30) days; provided, however, that this grace period shall not apply to the other sub-paragraphs of this Paragraph 18;

(c) A Prohibited Transfer occurs;

(d) Mortgagor shall: (i) file a voluntary petition in bankruptcy, insolvency, debtor relief or for arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar state or federal law; (ii) consent to or suffer the appointment of or taking possession by a receiver, liquidator, or trustee, (or similar official) of the Mortgagor or for any part of the Premises or any substantial part of the Mortgagor's other property; (iii) make any assignment for the benefit of Mortgagor's creditors; (iv) fail generally to pay Mortgagor's debts as they become due; (v) any involuntary petition in bankruptcy, insolvency, debtor relief, or similar law shall be filed against Mortgagor and such action shall not be dismissed within thirty (30) days of filing of such involuntary petition; or (vi) a court having jurisdiction shall enter a decree or order for relief in respect of Mortgagor in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law;

(e) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon;

(f) (i) the dissolution of existence of Mortgagor, if Mortgagor is other than a natural person voluntarily or involuntarily, whether by reason of death of a Manager of Mortgagor or otherwise; (ii) the amendment or modification in any respect of Mortgagor's articles or agreement of partnership or its corporate resolutions or its articles of incorporation or bylaws that would materially and adversely affect Mortgagor's performance of its obligations under the Note or this Mortgage;

(g) This Mortgage shall not constitute a valid lien on and security interest in the Premises, or if such lien and security interest shall not be perfected;

(h) The Premises are abandoned; or

(i) An indictment or other charge is filed against the Mortgagor, in any jurisdiction, under any federal or state law, for which forfeiture of the Premises or of other collateral securing the Loan or of which other funds, property or other assets of Mortgagor or Lender is a potential penalty.

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19. Acceleration; Remedies. AT ANY TIME AFTER AN EVENT OF DEFAULT, LENDER, AT LENDER'S OPTION, UPON TEN (10) DAYS WRITTEN NOTICE TO BENEFICIARY, MAY DECLARE ALL SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS INCLUDING ABSTRACTS AND TITLE REPORTS, ALL OF WHICH SHALL BECOME A PART OF THE SECURED INDEBTEDNESS AND IMMEDIATELY DUE AND PAYABLE, WITH INTEREST AT THE DEFAULT RATE. THE PROCEEDS OF ANY FORECLOSURE SALE OF THE PREMISES SHALL BE APPLIED AS FOLLOWS: FIRST, TO ALL COSTS, EXPENSES AND FEES INCIDENT TO THE FORECLOSURE PROCEEDINGS; SECOND, AS SET FORTH IN PARAGRAPH 3 OF THIS MORTGAGE; AND THIRD, ANY BALANCE TO MORTGAGOR OR AS A COURT MAY DIRECT.

20. Intentionally Omitted.

21. Appointment of Receiver. Upon acceleration under Paragraphs 17 and 19, and without further notice to Mortgagor, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Premises and to collect the Rents from the Premises including those past due. The receiver shall have the power to collect the Rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All Rents collected by the receiver shall be applied as the appointing court may direct and, in the absence of such direction, first to payment of the costs and expenses of the management of the Premises and collection of Rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then as provided in Paragraph 3. The receiver shall be liable to account only for those Rents actually received.

22. Release. Upon payment of all Secured Indebtedness, Lender shall release this Mortgage upon payment by Mortgagor of all costs and fees to release same, if any. Mortgagor shall be responsible for recording the release, including all related costs of recordation.

23. Security Agreement. Without limiting any other provisions of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (hereinafter called the "Code") with respect to all fixtures, apparatus, equipment or articles, and all replacements and substitutions, now or hereafter located on the Premises as set forth in the description of the Premises above, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and ventilation systems which are presently located at the Premises, and with respect to all Awards, and all Funds and other sums which may be deposited with Lender pursuant hereto (all for the purposes of this paragraph called "Collateral"), and Mortgagor hereby grants to Lender a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises. When the Secured Indebtedness shall become due, whether by acceleration or otherwise, Lender

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shall have all remedies of a secured party under the Code. This Mortgage is intended to be a financing statement with respect to any of the Collateral which constitute "fixtures" within the meaning of the Code. Mortgagor shall execute and deliver to Lender any other financing statements necessary to perfect the security interest in the Collateral created hereby. Any Code requirement for reasonable notice shall be met if such notice is delivered as provided herein at least five (5) days prior to the time of any sale, disposition, or other event or matter giving rise to the notice (which period of time and method of notice is agreed to be commercially reasonable).

24. Waiver of Redemption. Notwithstanding anything to the contrary herein contained, to the fullest extent permitted by the laws of the State of Illinois, Mortgagor hereby waives any and all rights of redemption from sale under any order, judgment or decree of foreclosure, on behalf of Mortgagor, and on behalf of (i) each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage; (ii) any trust estate of which the Premises is a part and all beneficiaries of such trust estate; and (iii) all other persons.

25. Business Loan. Mortgagor hereby represents that: (a) the proceeds of the Secured Indebtedness (the "Loan") will be used for the purposes specified in Section 6404(1)(a) or (c) of Chapter 17 of the Illinois Revised Statutes, as amended; (b) the Loan constitutes a "business loan" within the purview of that Section; (c) the Loan is a transaction exempt from the Truth in Lending Act, 15 U.S.C. sec. 1601, et seq.; and (d) the proceeds of the Indebtedness will not be used for the purchase of registered equity securities within the purview of Regulation "U" issued by the Board of Governors of the Federal Reserve System.

26. Senior Assignment. This Assignment is Junior and subordinate to that certain Mortgage, Assignment of Leases and Security Agreement dated March 13, 1995 and recorded March 20, 1995 as document Number 95185865 made by Trustee to Comerica Bank - Illinois to secure a Note in the original principal balance of One Million Three Hundred Thousand (\$1,300,000.00) ("Senior Mortgage") as well as a certain Assignment of Leases, Rents and Profits made by Trustee dated March 13, 1995 and recorded March 30, 1995 as Document Number 95185866 to Comerica Bank, Illinois ("Senior Assignment") (the Senior Mortgage and Senior Assignment are collectively referred to herein as Senior Debt).

27. Environmental Matters.

A. Definitions. For purposes of this Mortgage, "Hazardous Materials" means: (i) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation, and the Liability Act ("CERCLA"), 42 U.S.C. sec. 9601 et seq.; The Illinois Environmental Protection Act ("Illinois Environmental Act") Ill. Rev. Stat. Ch. 111-1/2, Sec 1001 et seq.; (ii) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. sec. 6902 et seq.; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended;

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(iv) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 points per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. sec. 2011 et seq., as amended or hereafter amended; and (vi) asbestos in any form or condition.

B. Representations. Mortgagor hereby represents to Lender that:

1. Compliance. To the best of Mortgagor's knowledge based upon due inquiry, the Premises (which includes underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, have been and are currently in compliance with all applicable laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph A above, all as amended and modified from time to time (collectively, "Environmental Laws"). All required governmental permits and licenses are in effect, and Mortgagor is in compliance therewith. To the best of Mortgagor and Beneficiary's knowledge based upon due inquiry, all Hazardous Material generated or handled on the Premises has been disposed of in a lawful manner.

2. Absence of Hazardous Material. No generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material has occurred or is occurring on or from the Premises, except in the ordinary course of business ("Permitted Material"). No environmental or public health or safety hazards currently exist with respect to the Premises or the business or operations conducted thereon. No underground storage tanks (including petroleum storage tanks) are present on or under the Premises except as has been disclosed in writing to and approved by Lender ("Permitted Tanks").

3. Proceedings and Actions. There have been, to the best of Mortgagor's and Beneficiary's knowledge, based upon due inquiry, no past, and there are no pending or threatened: (i) actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Premises, or the disposal or presence of Hazardous Material, or regarding any Environmental Laws; or (ii) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of the Premises, or the priority of the Mortgage lien.

C. Mortgagor's Covenants. Mortgagor hereby covenants with Lender as follows:

1. Compliance. The Premises and the use and operation thereof, will remain in compliance with all Environmental Laws. All required governmental permits and licenses will remain in effect, and Mortgagor shall comply therewith. All Hazardous Material present, handled or generated on the Premises will be disposed of in a lawful manner. Mortgagor will satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Premises, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.

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2. Absence of Hazardous Material. Other than Permitted Material, no Hazardous Material shall be introduced to or handled on the Premises without twenty-one (21) days' prior written notice to Lender.

3. Proceedings and Actions. Mortgagor shall immediately notify Lender and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Environmental Laws. Mortgagor shall promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Lender. Mortgagor shall keep the Premises free of any lien imposed pursuant to any Environmental Laws.

4. Environmental Audit. To investigate Mortgagor's compliance with Environmental Laws and with this paragraph, Lender shall have the right, but no obligation, at any time to enter upon the Premises, take samples, review Mortgagor's books and records, interview Mortgagor's employees and officers, and conduct similar activities. Mortgagor shall cooperate in the conduct of such an audit.

D. Lender's Right to Rely. Lender is entitled to rely upon Mortgagor's representations and warranties contained in this Paragraph 27 despite any independent investigations by Lender or its consultants. The Mortgagor and its Beneficiary shall take reasonable actions to determine for themselves, and to remain aware of, the environmental condition of the Premises and shall have no right to rely upon any environmental investigations or findings made by Lender or its consultant.

E. Indemnification. Mortgagor agrees to indemnify, defend (at trial and appellate levels and with counsel acceptable to Lender and at Mortgagor's sole cost), and hold Lender and Lender's parent and subsidiary corporations, and their affiliates, shareholders, directors, officers, employees, and agents (collectively "Lender's Affiliates"), free and harmless from and against all loss, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Lender or any Lender's Affiliate in connection with or arising from:

- (1) any Hazardous Material on, in, under or affecting all or any portion of the Premises, the groundwater, or any surrounding areas;
- (2) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Paragraph 27;
- (3) any violation or claim of violation by Mortgagor of any Environmental Laws; or

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(4) the imposition of any lien for damages caused by or the recovery of any costs for the cleanup, release or threatened release of Hazardous Material.

The foregoing indemnification shall survive repayment of the Note or any transfer of the Premises by foreclosure or by a deed in lieu of foreclosure. Mortgagor, its successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Lender under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Lender is strictly liable under any Environmental Laws, Mortgagor's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation or condition which results in liability to Lender.

28. Waiver of Jury Trial. To the full extent not prohibited by applicable law, Mortgagor hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights (i) under this Mortgage or under any instrument, document or agreement delivered or which may in the future be delivered in connection therewith; or (ii) arising from any banking relationship existing in connection with this Mortgage. Mortgagor agrees that any such action or proceeding shall be tried before a court and not before a jury.

29. Interpretation. This Mortgage shall be construed pursuant to the laws of the State of Illinois. The headings of sections and paragraphs in this Mortgage are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included. Time is of the essence of the payment and performance of this Mortgage.

30. Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of Illinois Mortgage Foreclosure Law (the "Act"), the provisions of the Act shall take precedence over the Mortgage provisions, but shall not invalidate or render unenforceable any other Mortgage provision that can be construed in a manner consistent with the Act.

If any Mortgage provision shall grant to Lender any rights or remedies upon Mortgagor's default which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of such provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all expenses incurred by Lender whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Paragraph 21 of this Mortgage, shall be added to the Indebtedness secured by this Mortgage or by the judgment of foreclosure.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

American National Bank and Trust
Company of Chicago, as Trustee under
Trust Agreement dated December 13,
1994 and known as Trust Number
119821-05

By: [Signature]

Its: VP

ATTEST:

By: [Signature]

Its: [Signature]

Mortgagor's Address:

33 North LaSalle Street
Chicago, Illinois 60602

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

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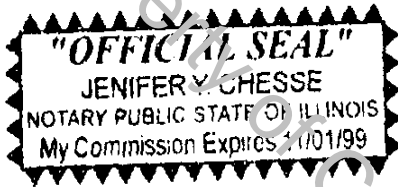
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

~~JENIFER V CHESSE~~

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 13, 1994 and known as Trust Number 119821-05 appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed, and delivered said instrument as the free and voluntary act of said individual, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of December, 1995.



[Handwritten Signature]

Notary Public

Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, IN KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 58 DEGREES 50 MINUTES 30 SECONDS WITH THE LINE BETWEEN SAID LOTS 1 AND 2, A DISTANCE OF 90.43 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 90 DEGREES TO LAST AFOREMENTIONED LINE A DISTANCE OF 189.16 FEET; THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 108 DEGREES 15 MINUTES 00 SECONDS WITH THE LAST AFOREMENTIONED LINE, A DISTANCE OF 41.33 FEET; THENCE NORTHEASTERLY ALONG A LINE 240.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 203.09 FEET; THENCE NORTHWESTERLY AT 90 DEGREES TO THE LAST DESCRIBED LINE, 240.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF LOT 1, 195.42 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, IN KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 58 DEGREES 50 MINUTES 30 SECONDS WITH THE LINE BETWEEN SAID LOTS 1 AND 2, A DISTANCE OF 90.43 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 90 DEGREES TO LAST AFOREMENTIONED LINE A DISTANCE OF 189.16 FEET; THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 108 DEGREES 15 MINUTES 00 SECONDS WITH THE LAST AFOREMENTIONED LINE, A DISTANCE OF 41.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON LAST DESCRIBED LINE 279.67 FEET TO A POINT ON THE NORTHERLY LINE OF TOUHY AVENUE AS PER DOCUMENT NUMBER 11068761, THENCE EASTERLY ON SAID NORTHERLY LINE OF TOUHY AVENUE 119.22 FEET TO A POINT OF CURVE THENCE EASTERLY CONTINUING ON SAID NORTHERLY LINE OF TOUHY AVENUE, SAID LINE BEING CURVE CONCAVE NORTH EASTERLY AND HAVING A RADIUS OF 981.51 FEET 174.74 FEET TO ITS INTERSECTION WITH THE NORTH WESTERLY LINE OF GROSS POINT ROAD, SAID NORTH WESTERLY LINE OF GROSS POINT ROAD BEING 33 FEET NORTH AND PARALLEL TO SOUTH EASTERLY LINE OF SAID LOT 1, THENCE EAST ALONG SAID NORTH WESTERLY LINE OF GROSS POINT ROAD 134.62 FEET; THENCE NORTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 50 MINUTES WITH LAST DESCRIBED LINE 392.01 FEET TO A LINE 240 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH WESTERLY LINE OF SAID LOT 1, THENCE

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WESTERLY ALONG SAID LINE 240 FEET SOUTHERLY AND PARALLEL WITH SAID NORTH WESTERLY LINE OF LOT 1, 183.09 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS AND FOR USE FOR PRIVATE ROADWAY PURPOSES OVER THE EAST 20.0 FEET OF THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOT 1 IN KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART OF SAID LOT 1 CONVEYED TO THE COUNTY OF COOK BY INSTRUMENTS RECORDED JULY 30, 1935 AS DOCUMENT NUMBER 11657313 TO 11657318 BOTH INCLUSIVE BEING THAT PART OF SAID LOT TAKEN FOR CALDWELL AVENUE) AND THAT PART OF LOT 2 IN JOHN H. KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION LYING NORTHERLY OF THE NORTHERLY LINE OF THAT PART THEREOF DEDICATED FOR PUBLIC HIGHWAYS BY INSTRUMENT DATED OCTOBER 2, 1925 AND RECORDED APRIL 4, 1932 AS DOCUMENT NUMBER 11068761, ALL IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 58 DEGREES 50 MINUTES 30 SECONDS WITH THE LINE BETWEEN SAID LOTS 1 AND 2, A DISTANCE OF 90.43 FEET TO A POINT OF BEGINNING; THENCE SOUTHEASTERLY AT AN ANGLE OF 90 DEGREES TO LAST AFOREMENTIONED LINE A DISTANCE OF 189.16 FEET TO A POINT; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 108 DEGREES 15 MINUTES WITH THE LAST AFOREMENTIONED LINE A DISTANCE OF 321.0 FEET TO A POINT ON THE NORTHERLY LINE OF TOUHY AVENUE AS PER DOCUMENT NUMBER 11068761; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE OF TOUHY AVENUE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST AFOREMENTIONED LINE A DISTANCE OF 305.0 FEET TO A POINT; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 71 DEGREES 45 MINUTES WITH SAID NORTHERLY LINE OF TOUHY AVENUE A DISTANCE OF 400.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 12.70 FEET OF THE SOUTH 163.0 FEET OF THAT PART OF LOT 1 IN KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, 472.44 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 240.0 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 472.94 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.

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