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 COOK COUNTY RECORDER

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CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Mortgage") is made as of March 1, 1995, by **AZTECA FOODS, INC.**, an Illinois corporation (the "Borrower") having an address at 5005 South Nagle Avenue, Chicago, Illinois 60638 to **LASALLE NATIONAL BANK**, a national banking association (the "Bank"), having an address at 120 South LaSalle Street, Chicago, Illinois 60603.

Borrower has executed and delivered to Bank a Reimbursement Agreement (the "Reimbursement Agreement") of even date herewith which Reimbursement Agreement evidences Borrower's "Reimbursement Obligations" (as defined in the Reimbursement Agreement). Borrower's Reimbursement Obligations include, but are not limited to, Borrower's obligation to reimburse Bank for payments made by Bank under that certain Letter of Credit of even date herewith (the "Letter of Credit") issued by Bank in the aggregate amount of Four Million Six Hundred Sixty Eight Thousand Fifty-Five and No/100 Dollars (\$4,668,055.00) and having a final maturity date of February 15, 2000. In order to secure Borrower's Reimbursement Obligations under the Reimbursement Agreement (and all replacements, renewals

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Rudnick & Wolfe
 203 North LaSalle
 Chicago, Illinois 60601
 Attention: Mark D. Yura, Esq.

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and extensions thereof, in whole or in part) and to secure the payment of all other sums which may be at any time due under the Reimbursement Agreement, any of the "Security Documents" or "Bond Documents" (as those terms are defined in the Reimbursement Agreement) or this Mortgage (collectively sometimes referred to herein as "Indebtedness"), whether such sums are payable to Bank or to some third party; and to secure the performance and observance by Borrower of all the provisions contained in this Mortgage, the Security Documents, the Bond Documents and the Reimbursement Agreement; and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower DOES HEREBY MORTGAGE, WARRANT AND CONVEY unto Bank, its successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

THE LAND located in the State of Illinois and legally described in Exhibit "A" attached hereto (the "Land");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Land, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Borrower in and to any such improvements together with the benefit of any deposits or payments now or hereafter made on such improvements by Borrower or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same;

TOGETHER WITH all income from the Premises to be applied against the Indebtedness, provided, however, that Borrower so long as no Default (as hereinafter defined) has occurred hereunder, may collect income as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Borrower in all leases now or hereafter on the Premises whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Borrower to collect the rentals under any such Lease;

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EXHIBIT A

THE PREMISES

PARCEL 1:

THAT PART OF THE NORTH 262.0 FEET OF THE SOUTH 302.0 FEET OF THE NORTH EAST 1/4 OF SECTION 7 AND THE NORTH 262.0 FEET OF THE SOUTH 302.0 FEET OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST LINE OF THE WEST 33 FEET OF SECTION 8 AFORESAID, AND LYING EAST OF THE EAST LINE OF SOUTH MAPLE AVENUE AS DEDICATED PER DOCUMENT NUMBER 21897010 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7 AND OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SOUTH MERRIMAC AVENUE AS LAID OUT IN BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SAID SECTION 8, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NUMBER 5050528, AND SAID LINE EXTENDED NORTH, SAID POINT BEING 13.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH MERRIMAC AVENUE EXTENDED NORTH 670.00 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO THE CLOROX BY DEED DATED JULY 10, 1979 THENCE WEST ALONG THE SOUTH LINE OF SAID TRACT 932.45 FEET TO AN INTERSECTION WITH THE EAST LINE OF SOUTH HARRAGANSETT AVENUE, AS LAID OUT IN BARTLETT HIGHLANDS AFORESAID, AND SAID LINE EXTENDED NORTH, THENCE ALONG THE EAST LINE OF SAID SOUTH HARRAGANSETT AVENUE EXTENDED NORTH 112.23 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY THE CLOROX COMPANY TO THE ILLINOIS CENTRAL GULF RAILROAD COMPANY BY DEED DATED SEPTEMBER 20, 1979, AND RECORDED NOVEMBER 7, 1979, AS DOCUMENT NO. 25230881, SAID POINT BEING THE POINT OF BEGINNING FOR THE PREMISES HEREIN DESCRIBED; THENCE NORTHEAST ALONG THE SOUTH LINE OF SAID TRACT 115.85 FEET TO A POINT, SAID POINT BEING 843.51 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, AND 245.38 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 8; THENCE NORTHWESTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE 247.62 FEET TO A POINT WHICH IS 10.00 FEET SOUTHEAST OF (AS MEASURED AT RIGHT ANGLE TO) THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S TRACT NUMBER 316A; THENCE SOUTHWESTERLY ALONG A LINE IS 10.00 FEET SOUTHEAST OF AND PARALLEL TO THE CENTERLINE OF SAID TRACT NUMBER 316A 433.67 FEET; THENCE SOUTHWESTERLY 167.08 FEET ALONG THE ARC OF A CIRCLE, 10.00 FEET SOUTHEAST OF AND CONCENTRIC TO THE CENTER LINE OF SAID TRACT NO. 316A, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 1068.99 FEET, AND A CENTRAL ANGLE OF 8 DEGREES, 57 MINUTES, 19 SECONDS; THENCE SOUTHWESTERLY ALONG A LINE WHICH IS 10.00 FEET SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF TRACT NO. 316A AFORESAID; 257.11 FEET TO A POINT ON THE WEST LINE OF SOUTH MATCHES AVENUE AS LAID OUT IN FREDERICK H. BARTLETT'S FIRST ADDITION TO BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 7, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 5221469, AND SAID LINE EXTENDED NORTH; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH MATCHES AVENUE EXTENDED NORTH 129.92 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND CONVEYED BY THE FORMER GULF, MOBILE AND OHIO RAILROAD COMPANY TO CLEARING

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INDUSTRIAL DISTRICT, INC., BY DEED DATED JANUARY 16, 1950 AND RECORDED MARCH 16, 1950 AS DOCUMENT NO. 14788671; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 448.02 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO ARTECA CORN PRODUCTS CORPORATION BY DEED DATED FEBRUARY 15, 1988 AND RECORDED FEBRUARY 20, 1988 AS DOCUMENT NO. 27448679; THENCE NORTHEAST 50.77 FEET TO A POINT WHICH IS 234.72 FEET WEST AND 745.82 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTHEAST 276.32 FEET TO A POINT WHICH IS 33.00 FEET EAST AND 815.23 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, SAID POINT BEING THE NORTHEAST CORNER OF THE TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO THE ARTECA CORN PRODUCTS CORPORATION AFORESAID, AND THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

CERTAIN PROPERTY FORMING A PORTION OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S JOLIET DISTRICT/GLENN YARD, SAID PROPERTY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET EAST AND 703 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO THE CLOROX COMPANY BY DEED DATED JULY 10, 1979, SAID POINT BEING SITUATED IN THE NORTHERLY EXTENSION OF THE EAST LINE OF SOUTH WARRAGANSETT AVENUE; AND RUN WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE AFORESAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 7, BEING ALONG THE NORTH LINE OF THAT TRACT OF LAND CONVEYED BY THE FORMER GULF, MOBILE AND OHIO RAILROAD COMPANY TO THE CLEARING INDUSTRIAL DISTRICT, INC., BY DEED DATED JANUARY 16, 1950, 295 FEET TO A PROPERTY CORNER; THENCE NORTHEASTERLY IN A STRAIGHT LINE 50.77 FEET TO A POINT 234.72 FEET WEST AND 745.82 FEET NORTH FROM THE AFORESAID SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8; THENCE NORTHEASTERLY IN A STRAIGHT LINE, 276.57 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO THE CLOROX COMPANY BY DEED DATED JULY 10, 1979, SAID POINT SITUATED 33 FEET EAST AND 815.23 FEET NORTH FROM THE AFORESAID SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH, 112.23 FEET TO RETURN TO THE POINT OF BEGINNING; AND ALSO

PARCEL 4:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WITHIN THE FOLLOWING DESCRIBED LINES AND BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH 435.0 FEET OF THE NORTHEAST 1/4 OF SECTION 7, AFORESAID, 211.0 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTH 0 DEGREES 00 MINUTES 0 SECONDS WEST 134.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 30.0 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 133.99 FEET TO THE NORTH LINE OF THE SOUTH 703.0 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE NORTHEAST 1/4 OF SECTION 7, AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 239.72 FEET TO EAST LINE OF THE NORTHEAST 1/4 OF SECTION 7, AFORESAID; THENCE

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NORTH 89 DEGREES 31 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 703.0 FEET OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, 12.0 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, 118.03 FEET; THENCE SOUTH 9 DEGREES 19 MINUTES 26 SECONDS WEST 121.73 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 20 SECONDS EAST 20.0 FEET TO THE HEREINAFORE MENTIONED NORTH LINE OF THE SOUTH 435.0 FEET OF THE NORTHEAST 1/4 OF SECTION 7; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 202.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND ALSO

PARCEL 5:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 302.0 FEET OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, AND THE EAST LINE OF THE WEST 33 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 0 DEGREES 16 MINUTES 20 SECONDS WEST ALONG SAID LINE 401.0 FEET TO THE NORTH LINE OF THE SOUTH 703.0 FEET OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID; THENCE SOUTH 89 DEGREES 31 MINUTES 40 SECONDS WEST ALONG SAID LINE 21.0 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, 118.03 FEET; THENCE SOUTH 9 DEGREES 19 MINUTES 26 SECONDS WEST 121.73 FEET TO THE WEST LINE OF THE EAST 9.0 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 0 DEGREES 16 MINUTES 20 SECONDS EAST ALONG SAID LINE 30 FEET TO THE NORTH LINE OF THE SOUTH 435 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LINE 202.0 FEET TO THE EAST LINE OF SOUTH HAZLE AVENUE AS DEDICATED PER DOCUMENT NUMBER 21597010; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE 131.0 FEET TO THE NORTH LINE OF THE SOUTH 302.0 FEET OF THE NORTHEAST 1/4 OF SECTION 7, AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE 211.63 FEET TO THE WEST LINE OF SECTION 8, AFORESAID; THENCE NORTH 89 DEGREES 31 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 302.0 FEET OF THE NORTHEAST 1/4 OF SECTION 8, AFORESAID, 33.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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8. EASEMENT MEMORANDUM RECORDED AUGUST 7, 1984 AS DOCUMENT 27203243 AND DATED JUNE 28, 1984 OF EASEMENT GRANT DATED MAY 14, 1984 MADE BY ILLINOIS CENTRAL GULF RAILROAD COMPANY TO MADISON COUNTY, ILLINOIS TELECOMMUNICATIONS CORPORATION OF A NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REINSTALLATION, REPLACEMENT AND REMOVAL OF A SINGLE FIBER OPTIC CABLE SYSTEM IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PREMISES.
9. RESERVATION OF RIGHT FOR CONTINUED MAINTENANCE, REPLACEMENT AND USE OF ALL EXISTING CONDUITS, SEWERS, WATER MAINS, GAS LINES, ELECTRIC POWER LINES, WIRES AND OTHER UTILITIES AND EASEMENTS ON SAID PREMISES, INCLUDING REPAIR, RECONSTRUCTION AND REPLACEMENT THEREOF AS SET FORTH IN DEED FROM ILLINOIS CENTRAL GULF RAILROAD COMPANY TO AZTECA CORN PRODUCTS CORPORATION RECORDED FEBRUARY 20, 1985 AS DOCUMENT 27448679.
10. EASEMENT MEMORANDUM RECORDED JANUARY 29, 1985 AS DOCUMENT 27422665 BY ILLINOIS CENTRAL GULF RAILROAD COMPANY TO GTE SPRINT COMMUNICATIONS CORPORATION OF A NON-EXCLUSIVE EASEMENT PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN A CERTAIN EASEMENT AGREEMENT BETWEEN ILLINOIS CENTRAL GULF RAILROAD AND GTE SPRINT DATED OCTOBER 11, 1984 FOR A SINGLE FIBER OPTIC CABLE INSTALLATION UNDER, ON, ALONG, OVER AND ACROSS PROPERTY MORE PARTICULARLY DESCRIBED THEREIN.
11. AGREEMENT BETWEEN THE CITY OF CHICAGO DEPARTMENT OF WATER AND SEWERS, BUREAU OF SEWERS AND CLEARING INDUSTRIAL DISTRICT, INC. RECORDED SEPTEMBER 25, 1969 AS DOCUMENT 20969192 TO SUPPLY SEWER SERVICE.
12. COVENANTS AND RESTRICTIONS CONTAINED IN DEED FROM CLEARING INDUSTRIAL DISTRICT, INC., RECORDED JULY 14, 1970 AS DOCUMENT 21208790 RELATING TO TAXES, REPAIR AND MAINTENANCE OF PRIVATE STREET ADJOINING THE LAND, SEWER SYSTEMS, THAT FOR A PERIOD OF 50 YEARS FROM APRIL 1946, THE LAND SHALL BE USED ONLY FOR MANUFACTURE, STORAGE OR INDUSTRIAL PURPOSES, AND ESTABLISHING BUILDING LINES UPON THE SOUTHERLY, EASTERLY AND WESTERLY 15 FEET AND THE NORTHERLY 5 FEET OF THE LAND NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.

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TOGETHER WITH all fixtures (other than trade fixtures) and such articles of personal property now or hereafter owned by Borrower and forming a part of or used in connection with the Land or the Improvements, as more particularly described on Group Exhibit B; it being mutually agreed that all of the aforesaid property owned by Borrower and placed on the Land or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Bank as secured party and Borrower as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 14 hereof; and

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Borrower hereby appoints Bank its attorney-in-fact and authorizes Bank, at its option, on behalf of Borrower, or the successors or assigns of Borrower, to adjust, compromise, claim, collect and receive such proceeds, to give proper acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Bank, of the Indebtedness, notwithstanding the fact that the same may not then be due or that the Indebtedness is otherwise adequately secured.

TO HAVE AND TO HOLD the Premises, unto Bank, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined; the Borrower hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

BORROWER COVENANTS that it is lawfully seized of the Land, that other than the permitted exceptions set forth on Exhibit "C" attached hereto the same is unencumbered, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend the Land and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

PROVIDED, NEVERTHELESS, that if Borrower shall pay in full when due the Indebtedness and shall timely perform and observe all of the provisions herein and in the Reimbursement Agreement provided to be performed and observed by the Borrower, then this

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Mortgage and the interest of Bank in the Premises shall become void but shall otherwise remain in full force.

BORROWER FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. **Payment of Indebtedness and Performance of Covenants.** Borrower shall (a) pay the Indebtedness when due; and (b) punctually perform and observe all of the requirements of the Reimbursement Agreement, this Mortgage, the Security Documents and the Bond Documents.

2. **Maintenance, Repair, Compliance with Law, Use, etc.** Borrower shall (a) promptly repair or restore any portion of the Improvements which may become damaged whether or not proceeds of insurance are available or sufficient for that purpose; (b) keep the Premises in good condition and free from waste; (c) pay all operating costs of the Premises; (d) complete any Improvements at any time in the process of erection upon the Premises within the time periods described in the Reimbursement Agreement; (e) comply with all requirements of law relating to the Premises or any part thereof by any governmental authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements; (g) comply with any restrictions of record with respect to the Premises and the use thereof, and observe and comply with any conditions necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (h) cause the Premises to be managed in a competent and professional manner. Without the prior written consent of Bank, Borrower shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law or except as permitted or required to be made by the terms of the Reimbursement Agreement or any Leases approved by Bank; (ii) change in the intended use or occupancy of the Premises for which the Improvements were constructed, as provided in the Reimbursement Agreement; (iii) zoning reclassification with respect to the Premises; (iv) unlawful use of, or nuisance to exist upon, the Premises; or (v) granting of any easements, licenses (other than licenses terminable on ninety (90) days notice and granted in the ordinary course of Borrower's business), covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by Bank.

3. **Liens.**

3.1 **Prohibition.** Subject to the provisions of Paragraph 4 hereof, Borrower shall not create or suffer or permit any encumbrance to attach to or be filed against the Premises or any part thereof, excepting only (i) the lien of real estate taxes and assessments not due, (ii) any liens and encumbrances of Bank, and (iii) any other lien or encumbrance permitted by the terms of the Reimbursement Agreement.

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3.2 **Contest of Mechanic's Lien Claims.** Notwithstanding the foregoing prohibition against encumbrances, Borrower may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Lien and defer payment and discharge thereof during the pendency of such contest, provided that:

3.2.1 Such contest shall prevent the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Mechanic's Lien;

3.2.2 Within ten (10) business days after Borrower has been notified of the filing of such Mechanic's Lien, Borrower shall have notified Bank in writing of Borrower's intention to contest such Mechanic's Lien; and

3.2.3 Borrower shall have either obtained a title insurance endorsement over such Mechanic's Lien insuring Bank against loss by reason of the Mechanic's Lien or Borrower shall have deposited with Bank at such place as Bank may appoint from time to time in writing, and in the absence of such appointment, then at the place of payment designated in the Reimbursement Agreement, a sum of money (the "Deposits") which shall be sufficient in the judgment of Bank to pay in full such Mechanic's Lien and all interest which might become due thereon. Borrower shall increase the Deposits whenever, in the judgment of Bank, such increase is advisable. The Deposits are to be held in an interest bearing account.

Bank, at its option, may pay the Deposits, or any part thereof, to the Mechanic's Lien claimant if Borrower (i) fails to maintain sufficient Deposits or (ii) fails to act in good faith or with reasonable diligence in contesting the Mechanic's Lien claims. If the Mechanic's Lien contest is resolved in favor of the claimant and Borrower is not in default hereunder, Bank shall pay the Deposits, or any part thereof, to the claimant upon Bank's receipt of evidence satisfactory to Bank of the amount to be paid. Bank shall pay any remaining Deposits to Borrower, provided Borrower is not in default hereunder.

4. **Taxes.**

4.1 **Payment.** Borrower shall pay when due, all taxes, assessments and charges of every kind levied or assessed against the Premises or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Borrower, and Borrower shall furnish to Bank receipts therefor on or before the date the same are due, and shall discharge any claim or lien relating to taxes upon the Premises, other than matters expressly permitted by the terms of the Reimbursement Agreement.

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4.2 **Contest.** Borrower, in good faith and with reasonable diligence, may contest the validity or amount of any such Taxes, provided that:

4.2.1 Such contest shall prevent the collection of the Taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

4.2.2 Borrower has notified Bank in writing of the intention of Borrower to contest the same before any Tax has been increased by any interest, penalties or costs; and

4.2.3 Borrower has deposited with Bank, at such place as Bank may designate from time to time in writing, a sum of money or other security acceptable to Bank that, when added to the monies or other security, if any, deposited with Bank pursuant to Paragraph 8 hereof, is sufficient, in Bank's judgment, to pay in full such contested Tax, including interest and penalties, and shall increase such deposit to cover additional interest and penalties whenever Bank deems such an increase advisable.

If Borrower fails to (i) prosecute such contest with reasonable diligence or (ii) maintain sufficient funds on deposit as hereinabove provided, Bank, at its option, may apply the monies and liquidate any securities deposited with Bank, in payment of, or on account of, such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Borrower shall forthwith, upon demand, either deposit with Bank a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Bank has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Bank. Provided that Borrower is not then in default hereunder, Bank, after final disposition of such contest and upon Borrower's written request and Borrower's delivery to Bank of an official bill for such Taxes, shall apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon.

5. **Change in Tax Laws.** If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Bank, Borrower or the Premises, any tax is imposed or becomes due in respect of the issuance of the Letter of Credit or the Reimbursement Obligations or the recording of this Mortgage, Borrower shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Bank the payment of the whole or any part of the taxes required to be paid by the Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Bank in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness, then Borrower, upon

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demand by Bank, shall pay such taxes or reimburse Bank, therefor on demand, unless Bank determines, in Bank's exclusive judgment, that such payment or reimbursement by Borrower is unlawful; in which event the Indebtedness shall be due within thirty (30) days after written demand by Bank to Borrower. Nothing in this Paragraph 5 shall require Borrower to pay any income, franchise or excise tax imposed upon Bank, excepting only such which may be levied against the income of Bank as a complete or partial substitute for taxes required to be paid by Borrower pursuant hereto.

6. **Insurance Coverage.** Borrower will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Bank may require from time to time, and in any event will continuously maintain policies of insurance as may be specified in the Reimbursement Agreement, or if not so specified, as follows (the "Insurance Policies"):

6.1 **Builder's Risk Insurance** on an "all risks" basis for one hundred percent (100%) of the insurable value of all construction work in place or in progress from time to time, insuring the Premises, including materials in storage and while in transit, against loss or damage by fire or other casualty, with extended coverage, "X," "C" and "U" coverage, vandalism and malicious mischief coverage, bearing a replacement cost agreed amount endorsement;

6.2 When any portion of the Project has been completed, casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all Improvements, fixtures and equipment from time to time on the Premises and bearing a replacement cost agreed amount endorsement;

6.3 Comprehensive (or commercial) general liability insurance in an amount not less than Five Million and no/100 Dollars (\$5,000,000.00); and

6.4 The types and amounts of coverage as are customarily maintained by owners or operators of like properties.

7. **Insurance Policies.** All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Bank. All Insurance Policies shall (i) include, when available, non-contributing Bank endorsements in favor of and with loss payable to Bank, (ii) include standard waiver of subrogation endorsements, (iii) provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Bank, and (iv) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Bank. Borrower will deliver copies of all Insurance Policies, premium prepaid at least one month in advance, to Bank, and will deliver renewal or replacement policies at least thirty (30) days prior to the date of expiration of any policy. The requirements of the preceding

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sentence shall apply to any separate policies of insurance taken out by Borrower concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases, if in conformity with the requirements of this Mortgage and if approved by Bank, may be presented to Bank in satisfaction of Borrower's obligation to provide the insurance coverages provided by those Insurance Policies.

8. **Deposits for Taxes and Insurance Premiums.** In order to assure the payment of Taxes and insurance policy premiums ("Premiums") when due:

8.1 Borrower, if required by Bank, shall deposit with Bank on the first business day of each month, an amount equal to one-twelfth (1/12) of the Taxes and Premiums thereof to become due with respect to the Premises between one and thirteen months after the date of such deposit; provided that in the case of the first such deposit, Borrower shall deposit in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxes and Premiums to become due within thirteen months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums, one month prior to the date when they are due. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Bank's estimate of the amount of Taxes and Premiums. Borrower, promptly upon the demand of Bank, shall make additional Tax and Insurance Deposits as Bank may require from time to time due to (i) failure of Bank to require, or failure of Borrower to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of Taxes and/or Premiums, due dates and amounts of Taxes and/or Premiums, or (iii) application of the Tax and Insurance Deposits pursuant to Paragraph 8.3 hereof. Additionally, upon the execution hereof, Borrower shall deposit with Bank, as a Tax and Insurance Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one month thereafter. Bank shall hold all Tax and Insurance Deposits without any allowance of interest thereon. Notwithstanding any provision hereof to the contrary, Bank shall not require Borrower to make Tax and Insurance Deposits unless one or more of the following events has occurred: (i) a Default has occurred hereunder; or (ii) Borrower has failed to maintain the Insurance Policies required by the Reimbursement Agreement or the Security Documents (as defined in the Reimbursement Agreement).

8.2 Bank, out of the Tax and Insurance Deposits, upon the presentation to Bank by Borrower of the bills therefor, will pay the Taxes and Premiums or, upon the presentation of receipted bills therefor, will reimburse Borrower for such payments made by Borrower. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then Borrower shall pay to Bank on demand the amount necessary to make up the deficiency.

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8.3 Upon a Default under this Mortgage, Bank, at its option, may apply any Tax and Insurance Deposits on hand to the Indebtedness, in such order and manner as Bank may elect. When the Indebtedness has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Borrower. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness, and shall be held by Bank irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Borrower.

8.4 Notwithstanding anything herein contained to the contrary, Bank shall not be liable for any failure to apply the Tax and Insurance Deposits unless Borrower, while no Default exists hereunder, shall have (i) requested Bank in writing to make application of such Deposits to the payment of the Taxes or Premiums and (ii) presented Bank with bills for such Taxes or Premiums.

8.5 The provisions of this Mortgage are for the benefit of Borrower and Bank alone. No provision of this Mortgage shall be construed as creating in any other party any rights in and to the Tax and Insurance Deposits or any rights to have the Tax and Insurance Deposits applied to payment of Taxes and Premiums. Bank shall have no obligation or duty to any third party to collect Tax and Insurance Deposits.

9. **Proceeds of Insurance.** Borrower will give Bank prompt notice of any loss or damage to the Premises, and:

9.1 In case of loss or damage covered by any of the Insurance Policies, Bank (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) may at its option either (i) settle and adjust any claim under such Insurance Policies without the consent of Borrower, or (ii) allow Borrower to settle and adjust such claim without the consent of Bank; provided that in either case Bank may, at its option, collect and receipt for any such insurance proceeds; and the expenses incurred by Bank in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness, and shall be reimbursed to Bank upon demand or may be deducted by Bank from said insurance proceeds prior to any other application thereof; and provided, further, that unless a Default has occurred, Bank shall allow Borrower to settle and adjust such claim without the consent of Bank. Each insurance company which has issued an Insurance Policy is hereby authorized and directed upon written notice from the Bank to make payment for all losses covered by any Insurance Policy to Bank alone, and not to Bank and Borrower jointly.

9.2 Bank shall permit Borrower to utilize the proceeds of Insurance Policies consequent upon any casualty for the cost of restoring or repairing the Premises subject to the conditions and in accordance with the provisions of Paragraph 10 hereof; provided, however, that from and after a Default Bank shall be entitled to utilize the proceeds of Insurance Policies to reduce the Indebtedness.

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9.3 Whether or not insurance proceeds are made available to Borrower, Borrower shall restore or repair the Improvements, to be of at least equal value, and of substantially the same character as prior to such casualty, all to be effected in accordance with plans, specifications and procedures approved in advance by Bank, and Borrower shall pay all costs of such restoring or repairing.

10. **Disbursement of Insurance Proceeds.** Insurance proceeds held by Bank for restoration or repairing of the Premises shall be disbursed from time to time upon Bank being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration or repair, (ii) funds sufficient in addition to the proceeds of insurance, to fully pay for the restoration or repair, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidence of cost, payment and performance as Bank may require and approve. No payment made prior to the final completion of the restoration or repair shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Bank in its sole judgment; funds other than insurance proceeds shall be disbursed prior to disbursement of such proceeds, except as may otherwise be provided in the Reimbursement Agreement; and at all times the undisbursed balance of such proceeds remaining in the hands of Bank, together with funds deposited or irrevocably committed, to the satisfaction of Bank, by or on behalf of Borrower to pay the cost of such repair or restoration, shall be sufficient in the reasonable judgment of Bank to pay the entire unpaid cost of the restoration or repair, free of all liens or claims for lien. Any surplus remaining out of insurance proceeds held by Bank after payment of such costs of restoration or repair shall be paid to Borrower, provided Borrower is not in Default hereunder. No interest shall be allowed to Borrower on account of any proceeds of insurance or other funds held by Bank.

11. **Condemnation and Eminent Domain.** In the event of a Default, all awards (the "Awards") made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, are hereby assigned by Borrower to Bank. Bank may collect the Awards from the condemnation authorities, and may give appropriate acquittances therefor. Borrower shall immediately notify Bank of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting any part of the Premises and shall deliver to Bank copies of all papers served in connection with any such proceedings. Borrower shall make, execute and deliver to Bank, at any time upon request, free of any encumbrance, any further assignments and other instruments deemed necessary by Bank for the purpose of assigning the Awards to Bank. Provided Borrower is not in Default hereunder, the Award shall be used by Borrower for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures approved in advance by Bank, and, at the option of Bank, such Award shall be disbursed in the same manner as is provided above for the application of insurance proceeds, provided that any surplus after payment of such costs shall be paid to Borrower. If the Award

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is not applied for reimbursement of such restoration costs, the Award shall be applied against the Indebtedness, in such order or manner as Bank shall elect.

12. **Assignment of Rents, Leases and Profits.** To further secure the Indebtedness, Borrower hereby assigns unto Bank all of the rents, leases and income now or hereafter due under any Leases agreed to by Borrower or the agents of Borrower or which may be made or agreed to by Bank under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and income thereunder to Bank. Borrower hereby irrevocably appoints Bank its attorney-in-fact (this power of attorney and any other powers of attorney granted herein are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Bank) with or without taking possession of the Premises as provided in Paragraph 18 hereof, to lease any portion of the Premises to any party upon such terms as Bank shall determine, and to collect all rents due under each of the Leases, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Bank would have upon taking possession pursuant to the provisions of Paragraph 18 hereof. Borrower represents that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents for any portion of the Premises has been or will be waived, reduced or otherwise discharged or compromised by Borrower. Borrower waives any right of set off against any person in possession of any portion of the Premises. Borrower agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Bank a mortgagee in possession in the absence of the taking of actual possession of the Premises by Bank pursuant to Paragraph 19 hereof. Borrower expressly waives all liability of Bank in the exercise of the powers herein granted Bank. Borrower shall assign to Bank all future leases upon any part of the Premises and shall execute and deliver, at the request of Bank, all such further assurances and assignments in the Premises as Bank shall require from time to time. Although the assignment contained in this Paragraph is a present assignment, Bank shall not exercise any of the rights or powers conferred upon it by this Paragraph until a Default shall exist under this Mortgage. Within thirty (30) days of Bank's written demand, Borrower will furnish Bank with executed copies of each of the Leases and with estoppel letters from each tenant in a form satisfactory to Bank. If Bank requires that Borrower execute and record a separate collateral assignment of rents or separate assignments of any of the Leases to Bank, the terms of those assignments shall control in the event of a conflict with the terms of this Mortgage.

13. **Observance of Lease Assignment.** Borrower agrees that if Borrower shall terminate or modify any of the Leases without Bank's prior written consent; or if Borrower shall suffer any default under the provisions of any assignment of any Lease given as additional security for the payment of the Indebtedness and such default shall not be cured within the applicable grace period provided therein, then such default shall constitute a Default hereunder and at the option of Bank, and without notice to Borrower, the Indebtedness shall become due as in the case of other Defaults.

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and holders of interests, if any, expressly permitted by the Reimbursement Agreement.

14.5 No Financing Statement (other than Financing Statements showing Bank as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted by the Reimbursement Agreement) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Borrower, at its own cost and expense, upon demand, will furnish to Bank such further information and will execute and deliver to Bank such financing statements and other documents in form satisfactory to Bank and will do all such acts as Bank at any time or from time to time may request or as may be necessary or appropriate to establish and maintain a perfected

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13. **Observance of Lease Assignment.** Borrower agrees that if Borrower shall terminate or modify any of the Leases without Bank's prior written consent; or if Borrower shall suffer any default under the provisions of any assignment of any Lease given as additional security for the payment of the Indebtedness and such default shall not be cured within the applicable grace period provided therein, then such default shall constitute a Default hereunder and at the option of Bank, and without notice to Borrower, the Indebtedness shall become due as in the case of other Defaults.

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14. **Security Agreement.** Borrower and Bank agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) all sums at any time on deposit for the benefit of Bank or held by Bank (whether deposited by or on behalf of the Borrower or anyone else) pursuant to any of the provisions of the Mortgage or the Reimbursement Agreement and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code) (which property is hereinafter referred to as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Bank, and the Collateral and all of Borrower's right, title and interest therein are hereby assigned to the Bank, all to secure payment of the Indebtedness. All of the provisions 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; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

14.1 Borrower (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefitting Bank and no other party, and liens and encumbrances, if any, expressly permitted by the Reimbursement Agreement.

14.2 The Collateral is to be used by Borrower solely for business purposes.

14.3 The Collateral will be kept at the Land and, except for Transferable Collateral (as hereinafter defined), will not be removed therefrom without the consent of Bank (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Land but will not be affixed to any other real estate.

14.4 The only persons having any interest in the Premises are Borrower, Bank and holders of interests, if any, expressly permitted by the Reimbursement Agreement.

14.5 No Financing Statement (other than Financing Statements showing Bank as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted by the Reimbursement Agreement) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Borrower, at its own cost and expense, upon demand, will furnish to Bank such further information and will execute and deliver to Bank such financing statements and other documents in form satisfactory to Bank and will do all such acts as Bank at any time or from time to time may request or as may be necessary or appropriate to establish and maintain a perfected

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security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Bank and no other party and liens and encumbrances (if any) expressly permitted by the Reimbursement Agreement; and Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Bank to be desirable.

14.6 Upon Default hereunder, Bank shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Borrower can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Bank shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations, as provided in the Code. Bank may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Bank may require Borrower to assemble the Collateral and make it available to Bank for its possession at a place to be designated by Bank which is reasonably convenient to both parties. Bank will give Borrower at least twenty (20) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Borrower hereinafter set forth at least twenty (20) days before the time of the sale or disposition. Bank may buy at any public sale. Bank may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Bank so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Bank shall be applied against the Indebtedness in such order or manner as Bank shall select. Bank will account to Borrower for any surplus realized on such disposition.

14.7 The terms and provisions contained in this Paragraph 14, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

14.8 This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses

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of Borrower (Debtor) and Bank (Secured Party) are hereinabove set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the County or Counties where the Premises are located. Borrower is the record owner of the Premises.

14.9 To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Borrower or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Borrower, as lessor thereunder.

15. **Restrictions on Transfer.** Borrower, without the prior written consent of Bank, shall not effect, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

15.1 The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral permitted by that certain Security Agreement of even date herewith between Borrower and Bank ("Transferable Collateral");

15.2 All or any portion of the beneficial interest or power of direction in or to the trust under which Borrower is acting; if Borrower is a Trustee;

15.3 Any shares of capital stock of a corporate Borrower, a corporation which is a beneficiary of a trustee Borrower, a corporation which is a general partner in a partnership Borrower, a corporation which is a general partner in a partnership beneficiary of a trustee Borrower or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System); provided, however, that Borrower may permit a transfer of shares of capital stock of Borrower so long as Mr. Arthur Velasquez in conjunction with persons related to Mr. Arthur Velasquez by blood or by marriage maintain control of at least fifty percent (50%) of the shares of Borrower and maintain voting control of Borrower.

15.4 All or any part of the partnership or joint venture interest, as the case may be, of a partnership Borrower or a partnership beneficiary of a Trustee Borrower if Borrower or such beneficiary is a partnership or a joint venture;

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in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 15 shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficiary interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives.

16. **Defaults.** If one or more of the following events (herein called "Defaults") shall occur:

16.1 If Borrower, after the expiration of any applicable grace periods, shall fail to make payments of amounts owed under the Reimbursement Agreement or this Mortgage when due;

16.2 If an Event of Default shall exist under the Reimbursement Agreement or any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness;

16.3 The occurrence of a Prohibited Transfer;

16.4 If default shall continue for thirty (30) days after notice thereof by Bank to Borrower in the punctual performance or observance of any other agreement or condition herein contained; provided, however, that if such default cannot reasonably be cured within such thirty (30) day period and Borrower shall promptly commence to cure such default within such thirty (30) day period and thereafter diligently pursue the cure thereof, and in all events cure such default within ninety (90) days after notice thereof by Bank, then Borrower shall not be in Default during said period of diligent curing;

16.5 If (and for the purpose of this subparagraph 16.5 only, the term "Borrower" shall mean not only Borrower, but also Mr. Arthur Velasquez and any persons related to Mr. Arthur Velasquez by blood or by marriage who own shares of Borrower):

16.5.1 Borrower shall file a voluntary petition in bankruptcy or for relief under the Federal Bankruptcy Act or any similar state or federal law;

16.5.2 Borrower shall file a pleading in any proceeding admitting insolvency;

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16.5.3 Within thirty (30) days after the filing against Borrower of any involuntary proceeding under the Federal Bankruptcy Act or similar state or federal law, such proceedings shall not have been vacated;

16.5.4 A substantial part of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;

16.5.5 Borrower shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises; or

16.5.6 Any order appointing a receiver, trustee or liquidator of Borrower or all or a major part of Borrower's property or the Premises is not vacated within thirty (30) days following the entry thereof;

then Bank, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Bank hereunder, may declare, without further notice, all Indebtedness immediately due with interest thereon at the Default Rate, whether or not such Default is remedied thereafter by Borrower, and Bank may immediately proceed to foreclose this Mortgage and to exercise any right provided by this Mortgage, the Security Documents, the Bond Documents, the Reimbursement Agreement or otherwise

17. **Foreclosure.** When the Indebtedness shall become due, whether by acceleration or otherwise, Bank shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, para. 15-1101, 735 ILCS 5/15-1101 (1992), *et seq.* (1987) (the "Act") and to exercise any other remedies of Bank provided in the Security Documents, the Bond Documents, this Mortgage or the Reimbursement Agreement, or which Bank may have at law, in equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Bank for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Bank may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Premises, and any other expenses and expenditures which may be paid or incurred by or on behalf of Bank and permitted by the Act to be included in such decree. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Bank in any litigation or proceedings affecting this Mortgage, the Security Documents, the Bond Documents, the Reimbursement Agreement

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or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Borrower, with interest thereon at the rate specified in the Reimbursement Agreement for delinquent payments until paid.

18. **Right of Possession.** When the Indebtedness shall become due, whether by acceleration or otherwise, or if Bank has a right to institute foreclosure proceedings, Borrower, forthwith upon demand of Bank, shall surrender to Bank, and Bank shall be entitled to be placed in possession of the Premises as provided in the Act, and Bank, in its discretion and pursuant to court order, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Borrower or the then owner of the Premises relating thereto, and may exclude Borrower, such owner, and any agents and servants thereof wholly therefrom and on behalf of Borrower or such owner, or in its own name as Bank and under the powers herein granted may:

18.1 hold, operate, manage and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as Bank may deem necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Premises, including, without limitation, actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Borrower;

18.2 cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Borrower to cancel the same;

18.3 elect to disaffirm any Lease or sublease of all or any part of the Premises made subsequent to this Mortgage without Bank's prior written consent;

18.4 extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the expiration date of the Letter of Credit and the issuance of a deed to a purchaser at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser at any foreclosure sale, notwithstanding any redemption from sale, reinstatement, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

18.5 make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments and improvements in connection with the Premises as may seem judicious to Bank, to insure and reinsure the Property and all risks incidental

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to Bank's possession, operation and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom; and

18.6 apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness in such order and manner as Bank shall select.

Without limiting the generality of the foregoing, Bank shall have all power, authority and duties as provided in the Act. Nothing contained herein shall be construed as constituting Bank a mortgagee in possession in the absence of the actual taking of possession of the Premises.

19. **Receiver.** Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint, upon petition of Bank and at Bank's sole option, a receiver of the Premises pursuant to the Act. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Borrower at the time of application for such receiver, and without regard to the then value of the Premises or whether or not the same shall then be occupied as a homestead; and Bank hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Act, including the power to make leases to be binding upon all parties, including the mortgagor, the purchaser at a sale pursuant to a judgment of foreclosure and any person acquiring an interest in the Premises after entry of a judgment of foreclosure, all as provided in the Act. In addition, such receiver shall also have the power to extend or modify any then existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the expiration date of the Letter of Credit and beyond the date the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding upon Borrower and all the persons whose interest in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, reinstatement, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser. In addition, such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether or not there is a redemption, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court, from time to time, may authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof

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or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

20. **Foreclosure Sale.** Except to the extent otherwise required by the Act, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, all items which under the terms hereof constitute Indebtedness in such order as Bank shall elect with interest thereon as herein provided; and lastly, any surplus to Borrower and its successors and assigns, as their rights may appear.

21. **Insurance During Foreclosure.** In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. The foreclosure decree may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors. The foreclosure decree may further provide that in the case of one or more redemptions under said decree, each successive redeemer may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Bank, without the consent of Borrower, may assign any Insurance Policies to the purchaser at the sale, or take such other steps as Bank may deem advisable to protect the interest of such purchaser.

22. **Waiver of Right of Redemption and Other Rights.** To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Borrower hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Borrower hereby expressly waives any and all rights of redemption under the Act, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Borrower agrees that, by invoking or utilizing any applicable law

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or laws or otherwise, hinder, it will not delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Bank, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Borrower hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Letter of Credit or the Reimbursement Agreement. Borrower acknowledges that the Premises do not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

23. **Bank's Performance of Borrower's Obligations.** In case of Default, either before or after acceleration of the Indebtedness or the foreclosure of the lien hereof and during any period of redemption, Bank may, but shall not be required to, make any payment or perform any act herein required of Borrower (whether or not Borrower is personally liable therefor) in any manner deemed expedient to Bank. Bank may, but shall not be required to, complete construction, furnishing and equipping of the Improvements and rent, operate and manage the Premises and the Improvements and pay operating costs, including management fees, of every kind in connection therewith, so that the Premises shall be useable for their intended purposes. All such monies paid and expenses incurred, including attorneys' fees, shall be so much additional Indebtedness, whether or not the Indebtedness, as a result thereof, shall exceed the face amount of the Letter of Credit, and shall become immediately due with interest thereon at the rate specified in the Reimbursement Agreement for delinquent payments. Inaction of Bank shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Bank of its rights hereunder prevent any default from constituting a Default. Bank, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted, or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs thereof, may do so in such amounts and to such persons Bank may deem appropriate. Nothing contained herein shall be construed to require Bank to advance monies for any purpose.

24. **Rights Cumulative.** Each right herein conferred upon Bank is cumulative and in addition to every other right provided by law or in equity, and Bank may exercise each such right in any manner deemed expedient to Bank. Bank's exercise or failure to exercise any right shall not be deemed a waiver of that right or any other right or a waiver of any default. Except as otherwise specifically required herein, Bank is not required to give notice of its exercise of any right given to it by this Mortgage.

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25. Successors and Assigns.

25.1 Holder of the Note. This Mortgage and each provision hereof shall be binding upon Borrower and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Bank. Wherever Bank is referred to herein such reference shall be deemed to include the agent for the holders from time to time of the Note; and each such agent for the holders of the Note shall have all of the rights afforded hereby, and may enforce the provisions hereof, as fully as if Bank had designated such agent for the holders of the Note herein by name.

25.2 Covenants Run with Land; Successor Owners. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. If the ownership of Premises or any portion thereof becomes vested in a person other than Borrower, Bank, without notice to Borrower, may deal with such person with reference to this Mortgage and the Indebtedness in the same manner as with Borrower without in any way releasing Borrower from its obligations hereunder. Borrower will give immediate written notice to Bank of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary the provisions of Paragraph 16 hereof.

26. Effect of Extensions and Amendments. If the payment of the Indebtedness, or any part thereof, is extended or varied, or if any part of the security or guarantees therefor is released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Bank, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Bank to amend, modify, extend or release the Letter of Credit, the Reimbursement Agreement, this Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness, in each case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

27. Construction Loan. Borrower has executed and delivered to Bank the Reimbursement Agreement relating to the construction of certain improvements upon the Premises and the disbursement of all or part of the proceeds for the purpose of financing a portion of the costs thereof. The Reimbursement Agreement is hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length. This Mortgage secures all funds approved to be advanced pursuant to the Reimbursement Agreement (which advances shall constitute part of the Indebtedness, whether more or less than the principal

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amount stated in the Letter of Credit), and the punctual performance, observance and payment by Borrower of all of the requirements of the Reimbursement Agreement to be performed, observed or paid by Borrower. In the event of express and direct contradiction between any of the provisions of the Reimbursement Agreement and any of the provisions contained herein, then the provisions contained in the Reimbursement Agreement shall control. Any warranties, representations and agreements made in the Reimbursement Agreement by Borrower shall survive the execution and recording of this Mortgage and shall not merge herein. This Mortgage constitutes a Construction Mortgage under Article 9 of the Code.

28. **Environmental Matters.** Borrower represents that it is currently in compliance with, and covenants and agrees that, it will manage and operate the Premises and will cause each tenant to occupy its demised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, supplies or wastes). Borrower further covenants and agrees that it shall not install or permit to be installed in the Premises asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. To the extent required by applicable laws, Borrower shall remove from the Premises and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Borrower, Bank and/or any third party with respect to hazardous or toxic materials. Borrower shall send to Bank within five (5) days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. Borrower agrees to indemnify, defend with counsel reasonably acceptable to Bank (at Borrower's sole cost), and hold Bank harmless against any claim, response or other costs, damages, liability or demand (including, without limitation, reasonable attorneys' fees and costs incurred by Bank) arising out of any claimed violation by Borrower of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements. The foregoing indemnity shall survive repayment of the Indebtedness.

29. **Future Advances.** At all times, regardless of whether any loan proceeds have been disbursed or any amounts have been drawn on the Letter of Credit, this Mortgage secures as part of the Indebtedness the payment of all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Bank in connection with the Indebtedness, all in accordance with this Mortgage, the Security Documents, the Bond Documents and the Reimbursement Agreement; provided, however, that in no event shall the total amount of the Indebtedness, including loan proceeds disbursed plus any additional charges, exceed five hundred percent (500%) of the face amount of the Letter of Credit. Borrower acknowledges that Bank has bound itself to approve the making of advances pursuant to the

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Reimbursement Agreement and that all such future advances shall be a lien from the time this Mortgage is recorded, as provided in the Act.

30. **Execution of Separate Security Agreements and Financing Statements; Estoppel Letter.** Borrower will do, execute, acknowledge and deliver all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Bank shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Bank all property mortgaged hereby or property intended so to be, whether now owned by Borrower or hereafter acquired. Without limitation of the foregoing, Borrower will assign to Bank, upon request, as further security for the Indebtedness, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Bank, but no such assignment shall be construed as a consent by Bank to any agreement, contract, license or permit or to impose upon Bank any obligations with respect thereto. From time to time, Borrower will furnish within five (5) days after Bank's request a written and duly acknowledged statement of the amount due under the Letter of Credit, the Reimbursement Agreement and under this Mortgage and whether any alleged offsets or defenses exist against the Indebtedness.

31. **Subrogation.** If any part of the Indebtedness is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the Premises or any part thereof, then Bank shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

32. **Option to Subordinate.** At the option of Bank, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Bank and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds for the county wherein the Premises are situated, of a unilateral declaration to that effect.

33. **Governing Law.** The place of negotiation, execution and delivery of this Mortgage and the location of the Property being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State, without reference to the conflicts of law principles of that State. If any provision in this Mortgage shall be inconsistent with any 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 be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Bank any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Bank under the Act in the absence of said provision, Bank and/or Banks shall be vested with the rights granted in the Act to the full extent permitted by law.

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34. **Business Loan.** The proceeds of the Letter of Credit will be used for the purposes specified in Ill. Rev. Stat. ch. 17, para. 6404 (1987), 815 ILCS 205/4 (1992), and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

35. **Inspection of Premises and Records.** Borrower shall keep full and correct books and records showing in detail the income and expenses of the Premises. Bank and its agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times.

36. **No Joint Venture.** Borrower acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Bank be deemed to be a partner or joint venturer with Borrower. Bank shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, the Loan Documents, the Bond Documents or the Reimbursement Agreement.

37. **Time of the Essence.** Time is of the essence of the Reimbursement Agreement, this Mortgage, and any other document or instrument evidencing or securing the Indebtedness.

38. **Captions and Pronouns.** The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

39. **Severability.** If all or any portion of any provision of this Mortgage, the Loan Documents, the Bond Documents or the Reimbursement Agreement shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

40. **Notices.** All notices and other communications provided for hereunder shall be in writing and, if to the Borrower mailed or delivered to the Borrower, addressed to the Borrower at 5005 South Nagle Avenue, Chicago, Illinois 60638, Attention: Mr. Joseph P. Klomes, Telephone No.: (708) 563-6600, Telecopier No.: (708) 563-0331; if to the Bank, mailed or delivered to it, addressed to it at 120 South LaSalle Street, Chicago 60602, Attention: Mr. Ward Nixon, Telephone No.: (312) 904-8339, Telecopier No.: (312) 904-6189; or to each party at such other address or number as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications, when mailed by certified or registered mail addressed as aforesaid, shall be effective three days after the date of deposit in the mails.

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Except as otherwise specifically required herein, no notice of the exercise of any right or option granted to Bank herein is required to be given.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

BORROWER:

AZTECA FOODS, INC., an Illinois corporation

ATTEST:

By: [Signature]
Name: Jessie M. [Signature]
Title: Assistant Secretary

By: [Signature]
Name: [Signature]
Title: [Signature]

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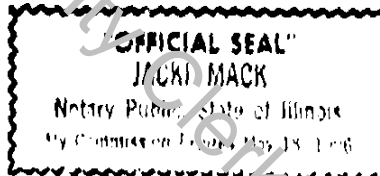
STATE OF ILLINOIS)
) 88.
COUNTY OF Cook)

I, Jacki Mack, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur R. Velasquez President of Azteca Foods, Inc., an Illinois corporation ("Azteca"), and Joseph L. Klonas, Asst Secretary of Azteca, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Asst Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of Azteca, for the uses and purposes therein set forth; and said Asst Secretary then and there acknowledged that he/she, as custodian of the corporate seal of Azteca, did affix the corporate seal of Azteca to said instrument as his/her own free and voluntary act and as the free and voluntary act of Azteca, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 14th day of March, 1995.

Jacki Mack
Notary Public

My Commission Expires: 12/15/96



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11/11/11

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTH 262.0 FEET OF THE SOUTH 302.0 FEET OF THE NORTH EAST 1/4 OF SECTION 7 AND THE NORTH 262.0 FEET OF THE SOUTH 302.0 FEET OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST LINE OF THE WEST 33 FEET OF SECTION 8 AFORESAID, AND LYING EAST OF THE EAST LINE OF SOUTH MAPLE AVENUE AS DEDICATED PER DOCUMENT NUMBER 21597010 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7 AND OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SOUTH MERRILLAC AVENUE AS LAID OUT IN BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SAID SECTION 8, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NUMBER 5050528, AND SAID LINE EXTENDED NORTH, SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH MERRILLAC AVENUE EXTENDED NORTH 670.00 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO THE CLOROX BY DEED DATED JULY 10, 1979 THENCE WEST ALONG THE SOUTH LINE OF SAID TRACT 932.45 FEET TO AN INTERSECTION WITH THE EAST LINE OF SOUTH NARRAGANSETT AVENUE, AS LAID OUT IN BARTLETT HIGHLANDS AFORESAID, AND SAID LINE EXTENDED NORTH, THENCE ALONG THE EAST LINE OF SAID SOUTH NARRAGANSETT AVENUE EXTENDED NORTH 112.23 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY THE CLOROX COMPANY TO THE ILLINOIS CENTRAL GULF RAILROAD COMPANY BY DEED DATED SEPTEMBER 20, 1979, AND RECORDED NOVEMBER 7, 1979, AS DOCUMENT NO. 25230881, SAID POINT BEING THE POINT OF BEGINNING FOR THE PREMISES HEREIN DESCRIBED; THENCE NORTHEAST ALONG THE SOUTH LINE OF SAID TRACT 115.86 FEET TO A POINT, SAID POINT BEING 843.51 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, AND 145.38 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 8; THENCE NORTHWESTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE 247.62 FEET TO A POINT WHICH IS 10.00 FEET SOUTHEAST OF (AS MEASURED AT RIGHT ANGLE TO) THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S TRACT NUMBER 316A; THENCE SOUTHWESTERLY ALONG A LINE IS 10.00 FEET SOUTHEAST OF AND PARALLEL TO THE CENTERLINE OF SAID TRACT NUMBER 316A 433.67 FEET THENCE SOUTHWESTERLY 167.08 FEET ALONG THE ARC OF A CIRCLE, 10.00 FEET SOUTHEAST OF AND CONCENTRIC TO THE CENTER LINE OF SAID TRACT NO. 316A, CONVEY TO THE NORTHWEST, HAVING A RADIUS OF 1068.99 FEET, AND A CENTRAL ANGLE OF 8 DEGREES, 57 MINUTES, 19 SECONDS; THENCE SOUTHWESTERLY ALONG A LINE WHICH IS 10.00 FEET SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF TRACT NO. 316A AFORESAID; 257.11 FEET TO A POINT ON THE WEST LINE OF SOUTH NATCHEZ AVENUE AS LAID OUT IN FREDERICK H. BARTLETT'S FIRST ADDITION TO BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 7, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 5721469, AND SAID LINE EXTENDED NORTH THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH NATCHEZ AVENUE EXTENDED NORTH 129.92 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND CONVEYED BY THE FORMER GULF, MOBILE AND OHIO RAILROAD COMPANY TO CLEANING

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INDUSTRIAL DISTRICT, INC., BY DEED DATED JANUARY 18, 1950 AND RECORDED MARCH 16, 1950 AS DOCUMENT NO. 14755671; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 448.02 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO AZTECA CORN PRODUCTS CORPORATION BY DEED DATED FEBRUARY 15, 1985 AND RECORDED FEBRUARY 20, 1985 AS DOCUMENT NO. 27448679; THENCE NORTHEAST 50.77 FEET TO A POINT WHICH IS 234.72 FEET WEST AND 745.82 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTHEAST 276.32 FEET TO A POINT WHICH IS 33.00 FEET EAST AND 815.23 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, SAID POINT BEING THE NORTHEAST CORNER OF THE TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO THE AZTECA CORN PRODUCTS CORPORATION AFORESAID, AND THE HEREBINAbove DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

CERTAIN PROPERTY FORMING A PORTION OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S JOLIET DISTRICT/GLENN YARD, SAID PROPERTY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 33 FEET EAST AND 703 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD THAT TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO THE CLOROX COMPANY BY DEED DATED JULY 10, 1979, SAID POINT BEING SITUATED IN THE NORTHEASTLY EXTENSION OF THE EAST LINE OF SOUTH NARRAGANSETT AVENUE; AND RUN WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 7, BEING ALONG THE NORTH LINE OF THAT TRACT OF LAND CONVEYED BY THE FORMER GULF, MOBILE AND OHIO RAILROAD COMPANY TO THE CLEARING INDUSTRIAL DISTRICT, INC., BY DEED DATED JANUARY 18, 1950, 295 FEET TO A PROPERTY CORNER; THENCE NORTHEASTERLY IN A STRAIGHT LINE 50.77 FEET TO A POINT 234.72 FEET WEST AND 745.82 FEET NORTH FROM THE AFORESAID SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8; THENCE NORTHEASTERLY IN A STRAIGHT LINE, 276.57 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO THE CLOROX COMPANY BY DEED DATED JULY 10, 1979, SAID POINT SITUATED 33 FEET EAST AND 815.23 FEET NORTH FROM THE AFORESAID SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH, 112.23 FEET TO RETURN TO THE POINT OF BEGINNING; AND ALSO

PARCEL 4:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WITHIN THE FOLLOWING DESCRIBED LINES AND BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH 435.0 FEET OF THE NORTHEAST 1/4 OF SECTION 7, AFORESAID, 211.0 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTH 0 DEGREES 00 MINUTES 0 SECONDS WEST 134.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 30.0 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 133.99 FEET TO THE NORTH LINE OF THE SOUTH 703.0 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE NORTHEAST 1/4 OF SECTION 7, AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 239.72 FEET TO EAST LINE OF THE NORTHEAST 1/4 OF SECTION 7, AFORESAID; THENCE

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NORTH 89 DEGREES 31 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 703.0 FEET OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, 12.0 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, 118.03 FEET; THENCE SOUTH 9 DEGREES 39 MINUTES 26 SECONDS WEST 121.73 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 20 SECONDS EAST 30.0 FEET TO THE HEREBEFORE MENTIONED NORTH LINE OF THE SOUTH 435.0 FEET OF THE NORTHEAST 1/4 OF SECTION 7; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 202.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND ALSO

PARCEL 5:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 302.0 FEET OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, AND THE EAST LINE OF THE WEST 33 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 0 DEGREES 16 MINUTES 20 SECONDS WEST ALONG SAID LINE 401.0 FEET TO THE NORTH LINE OF THE SOUTH 703.0 FEET OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID; THENCE SOUTH 89 DEGREES 31 MINUTES 40 SECONDS WEST ALONG SAID LINE 21.0 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, 118.03 FEET; THENCE SOUTH 9 DEGREES 39 MINUTES 26 SECONDS WEST 121.73 FEET TO THE WEST LINE OF THE EAST 9.0 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 0 DEGREES 16 MINUTES 20 SECONDS EAST ALONG SAID LINE 30 FEET TO THE NORTH LINE OF THE SOUTH 435 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LINE 202.0 FEET TO THE EAST LINE OF SOUTH MAPLE AVENUE AS DEDICATED PER DOCUMENT NUMBER 21597010; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE 133.0 FEET TO THE NORTH LINE OF THE SOUTH 302.0 FEET OF THE NORTHEAST 1/4 OF SECTION 7, AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE 211.63 FEET TO THE WEST LINE OF SECTION 8, AFORESAID; THENCE NORTH 89 DEGREES 31 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 302.0 FEET OF THE NORTHEAST 1/4 OF SECTION 8, AFORESAID, 33.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 5005 South Maple, Chicago,
Illinois

PIN: 19-07-201-019
19-07-201-029
19-07-201-023
19-07-201-013
19-08-100-054
19-08-100-053
19-08-100-069
19-08-100-063
19-07-201-~~250~~020
19-08-100-046

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GROUP EXHIBIT B

THE COLLATERAL

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EXHIBIT B-1

The "Collateral" shall mean all of the following property (other than such personal property as is identified on Exhibit B-3 attached hereto) now or at any time hereafter owned by Borrower or in which the Borrower may now or at anytime hereafter have any interest or rights, together with all of Borrower's right, title and interest therein:

1. All fixtures (other than trade fixtures) now or hereafter owned by Borrower and attached to or contained in and used or useful in connection with the Land or Improvements;

2. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of Exhibit B-1 or used in connection with such property, and any and all replacements for such property;

3. The Machinery set forth on Exhibit B-2 attached hereto (and any additional personal property or Machinery which may be the subject of Uniform Commercial Code financing statements filed in favor of Bank from and after the date hereof), as well as all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located (the "Equipment").

4. Borrower's right, title and interest in and to any and all General Intangibles now or hereafter relating to the Land or Improvements or the Equipment executed by any architects, engineers or contractors, including all amendments, supplements and revisions thereof, together with all Borrower's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer or contractor, including any amendments, supplements and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses and other governmental or administrative permits, licenses, agreements and rights relating to construction on the Land or Improvements;

5. Borrower's right, title and interest in and to any and all Books, Inventory, Negotiable Collateral, money, deposit accounts, or other tangible or intangible property resulting from the sale, exchange, collection or other disposition of the Land or Improvements or the Equipment;

6. Borrower's right, title and interest in the rents, issues, deposits (including security deposits and utility deposits) and profits in connection with all leases, contracts and other agreements made or agreed to by any person or entity (including, without limitation, Borrower and Bank under the powers granted by the Security Agreement made between Borrower and Bank and the other Security Documents therein described) with any person or entity pertaining to all

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or any part of the Land or Improvements or the Equipment, whether such agreements have been heretofore or are hereafter made;

7. All rights in and proceeds from all fire and hazard, loss of income and other non liability insurance policies now or hereafter covering improvements now or hereafter located on the Land or concerning the Equipment or described in the Security Agreement between Borrower and Bank or in the Mortgage, the use or occupancy thereof or the business conducted thereon;

8. All awards or payments, including interest thereon, that may be made with respect to the Land or Improvements, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Land or Improvements; and

9. All proceeds from the sale, transfer or pledge of any or all of the foregoing property.

For purposes of this exhibit, the following defined terms shall apply:

"**Accounts**" means all currently existing and hereafter arising accounts, contract rights, and all other forms of obligations owing to Borrower arising out of the sale or lease of goods or the rendition of services by Borrower irrespective of whether earned by performance, and any and all credit insurance, guaranties, or security therefor.

"**Books**" shall mean and refer to all of Borrower's books and records including, but not limited to: ledgers; records indicating, summarizing or evidencing Borrower's assets or liabilities or the Collateral, and the information relating thereto; records indicating, summarizing or evidencing Borrower's business operations or financial condition; computer programs; and computer disk or computer prepared tape files, printouts, runs and all other computer prepared information and the equipment containing such information.

"**Machinery**" means all of Borrower's present and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, vehicles (including motor vehicles and trailers), tools, parts, dies, jigs, goods (other than consumer goods, farm products, or Inventory), wherever located and any interest of Borrower in any of the foregoing.

"**General Intangibles**" means all of Borrower's now owned or hereafter acquired general intangibles and other personal property (including contract rights, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, infringements, claims, computer programs, computer

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disks, computer tapes, literature, reports, catalogs, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims), other than goods, Accounts, and Negotiable Collateral.

"Inventory" means all of Borrower's now owned or hereafter acquired inventory in which Borrower has any interest including goods held for sale or lease or to be furnished under a contract of service and all of Borrower's present and future raw materials, work in process, finished goods, and packing and shipping materials, wherever located, and any documents of title representing any of the above.

"Negotiable Collateral" means all of Borrower's now owned or hereafter acquired letters of credit, notes, drafts, instruments, certificated and uncertificated securities (including the shares of stock of subsidiaries of Borrower), documents, personal property leases (wherein Borrower is the lessor), chattel paper, and Books relating to any of the foregoing.

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EXHIBIT B-2

LIST OF PERSONALTY

1. Arrowhead Conveyor
2. Spiral Cooler (consisting of):
 - 2.1 Spiral Control Panel-s/n 118-410
 - 2.2 Ammonia auto transformer starters-s/n xj120m0069ec
 - 2.3 Imeco XLC-75
 - 2.4 Spiro-freeze evaporator model 83-s/n 5487/1RH
 - 2.5 Belt spiral model 3619-83-L18
 - 2.6 Insulated enclosure, all galvalume
25'-11 1/2" x 30'-9" x 15'-2.25"
3. Schebler three tier cooling conveyor
4. Two Sealstrip converters
s/n 10159 and s/n 10160
5. Dobby inverted wrapper #75-10435
6. Four Case coders-Loveshaw Microjet 5x5 jet printer
s/n-H4903518F, B4902988F, B4902979F, B4902978F
7. Cutter, Rect 8.5"W x 10"LG 4W x 3A AIR

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EXHIBIT B-3

EXCLUDED PERSONALTY

All personal property which is at any time the subject of a security interest created in favor of Cole Taylor Bank, a national banking association ("Cole Taylor"), in accordance with the terms and conditions of that certain Intercreditor Agreement dated as of even date herewith by and between the Borrower, the Bank and Cole Taylor.

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EXHIBIT C

PERMITTED EXCEPTIONS

1. TAXES FOR THE YEARS 1994 & 1995. 1995 TAXES ARE NOT YET DUE OR PAYABLE.
2. 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE EAST LINE OF THE LAND AS CREATED BY DOCUMENT 26 372 186.
3. ENCROACHMENT OF THE CHAIN LINK FENCE LOCATED MAINLY ON THE PROPERTY EAST AND ADJOINING THE LAND ONTO THE NORTHERLY PORTION OF THE EAST SIDE OF THE LAND BY APPROXIMATELY .62 FEET AS SHOWN ON THE PLAT OF SURVEY MADE BY JOHN D. REBIK & ASSOCIATES, NUMBER 94-2700, DATED JANUARY 19, 1995.
4. (A) RIGHTS OF THE PUBLIC UTILITY COMPANIES TO OPERATE AND MAINTAIN THE OVERHEAD WIRES AND UTILITY POLES LOCATED ON PARCELS 3, 4, AND 5 OF THE LAND AS SHOWN ON THE PLAT OF SURVEY MADE BY JOHN D. REBIK & ASSOCIATES, NUMBER 94-2700, DATED JANUARY 19, 1995.

(B) RIGHTS OF THE PUBLIC UTILITY COMPANIES TO OPERATE AND MAINTAIN THE OVERHEAD WIRES AND UTILITY POLES LOCATED ON PARCEL 2 OF THE LAND AS SHOWN ON THE PLAT OF SURVEY MADE BY JOHN D. REBIK & ASSOCIATES, NUMBER 94-2700B, DATED MARCH 6, 1995.
5. COVENANTS AND RESTRICTIONS RELATING TO DRAINAGE WATER OVER THE PREMISES AS DISCLOSED BY TRACK MAP BOOK 78 A0-11. 3 (VI ILL/5 AND VI ILL/6)
6. WE NOTE THAT THE TRACK MAP REFERRED TO IN EXCEPTION REFERENCE LETTER Y HEREIN SHOWS A 24" SEWER AND AN 18" STORM SEWER ALONG THE SOUTHERLY PORTION OF THE PREMISES AND THIS COMMITMENT IS SUBJECT TO SAID FACT AND TO THE RIGHTS OF ANY INTERESTED PARTY TO THE USE, MAINTENANCE, REPLACEMENT AND USE OF THE AFOREDESCRIBED SEWER.
7. EASEMENT MEMORANDUM RECORDED JUNE 5, 1984 AS DOCUMENT 27115116 AND DATED APRIL 30, 1984 OF AN EASEMENT GRANT DATED APRIL 30, 1984 MADE BY ILLINOIS CENTRAL GULF RAILROAD COMPANY TO UNITED TELEGRAM COMMUNICATIONS, INC. OF A NON-EXCLUSIVE EASEMENT FOR A SINGLE FIBER OPTIC CABLE INSTALLATION UNDER, ON, OVER AND ACROSS THE PREMISES.

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