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MORTGAGE AND SECURITY AGREEMENT 12 TRAN 3411 04/04/95 11:18:00
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COOK COUNTY RECORDER

DUPAGE DIE CASTING CORPORATION, as Mortgagor

to

FLP RESIDS INVESTMENT GROUP, L.P., as Mortgagee

DATED: As of March 31, 1995

[Note: Pursuant to that certain Subordination Agreement dated of even date herewith executed between Shawmut Capital Corporation and FLP Resids Investment Group, L.P., this Mortgage and Security Agreement is contractually subordinated to that certain Mortgage and Security Agreement of even date herewith executed by DuPage Die Casting Corporation, as Mortgagor, to Shawmut Capital Corporation, as Mortgagee]

Prepared by: / Return to:

Jill Ann Coleman
Neal Gerber & Eisenberg
Two N. LaSalle Street
Suite 2200
Chicago, Illinois 60602
(312) 269-8000

Premises Located at:

6119 Howard Street
Niles, Illinois 60648
Parcel I.D. Nos. 10-29-301-013
10-29-301-023
10-29-301-024
10-29-301-025
10-29-301-027
10-29-301-029

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EXHIBITS

- A. Legal Description of Premises
- B. Title and Warranty Exceptions

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MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement (the "Mortgage") is made as of the 31st day of March, 1995, by and between DUPAGE DIE CASTING CORPORATION, an Illinois corporation with an office located at 6119 Howard Street, Niles, Illinois 60648 ("Borrower"), and FLP RESIDS INVESTMENT GROUP, L.P. ("Lender"), a Delaware limited partnership with an office located at 200 West Madison Street, Suite 3800, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a certain Loan and Security Agreement dated of even date herewith (as amended from time to time, the "Loan Agreement") which provides that Lender shall, subject to the terms and conditions thereof, lend monies to Borrower pursuant to the Loan Agreement and the Term Note described therein (as amended from time to time, the "Note") in an aggregate original principal amount of up to \$3,000,000; and

WHEREAS, interest is to accrue on the outstanding principal balance of the Term Note at a per annum rate of interest equal to 3% above the Base Rate from time to time in effect and, in addition to the foregoing, Borrower also shall pay to Lender as additional interest for each twelve month period (or portion thereof) during which any amount is outstanding under the Term Loan an amount equal to the greater of (A) 3% of the amount by which EBITA exceeds \$1,200,000 or (B) \$30,000. The term "Base Rate", as used herein shall be the rate of interest generally announced or quoted by Shawmut Bank Connecticut, N.A. ("Bank") from time to time as its prime, base or similar rate for commercial loans, whether or not such rate is the lowest rate charged by Bank to its most preferred borrowers; and if such base rate for commercial loans is discontinued by Bank as a standard, a comparable reference rate designated by Bank as a substitute therefor shall be the Base Rate; the term "EBITA," as used herein shall mean, with respect to any fiscal period, the sum of Borrower's (and any subsidiaries') consolidated net earnings (or loss) before (i) all interest expense, (ii) all tax expense or distributions to Borrower's shareholders in respect thereof and (iii) amortization for said period, all as determined in accordance with generally accepted accounting principles in the United States of America in effect from time to time;

WHEREAS, the scheduled maturity date of the Loan Agreement and the Note is March 31, 2001; subject, however, to such extensions of the maturity date of some or all of the Obligations (as hereafter defined) as Lender and Borrower may from time to time agree;

WHEREAS, Borrower's obligations under the Loan Agreement, the Note, this Mortgage and any other Loan Documents, as hereinafter defined, and any other indebtedness or other obligations of Borrower to Lender thereunder, whether monetary, nonmonetary, direct, indirect, acquired, contractual, noncontractual, joint, several, joint and several, existing, future, contingent or otherwise, and any replacements, renewals, extensions and other modifications of any of the above, together with any interest, fees, expenses and other charges thereon, and any amounts reasonably expended by or on behalf of Lender for the protection and preservation of the mortgage lien and security interest granted herein are hereinafter sometimes collectively called the "Obligations"; and

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WHEREAS, any agreements, documents or instruments evidencing, securing or otherwise relating to any of the Obligations, and any replacements, renewals, extensions and other modifications of any of the foregoing, are hereinafter sometimes collectively called the "Loan Documents."

NOW, THEREFORE, in order to secure the full and prompt payment and performance of the Obligations, Borrower does hereby MORTGAGE and WARRANT to Lender all of Borrower's right, title and interest in and to the following property, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the "Property"):

A. All of the tracts, parcels or other units of land described in Exhibit A attached hereto (the "Premises"); and

B. All of the buildings, structures and other improvements, now or at any time hereafter erected, constructed or situated on the Premises, together with any alterations, additions and improvements thereto and all restorations and replacements thereof hereafter made from time to time (collectively, the "Building"); and

C. All machinery, apparatus, equipment (except those items which may be moved off site pursuant to the terms of the Loan Agreement) and fixtures of every kind and nature whatsoever now or at any time hereafter located in, on or about the Building or upon the Premises, or attached to or used or usable in connection with the operation or maintenance of the Premises or the Building or in connection with any construction being conducted on the Premises, including, but not limited to, all heating, lighting and power equipment, engines, plumbing, electrical, mechanical, refrigeration, ventilating and air-conditioning equipment and apparatus, elevators, cranes, fittings, tools, ducts and compressors (collectively, the "Building Equipment"), which Building Equipment shall, to the fullest extent permitted by law, be deemed to constitute fixtures and part of the real property encumbered by this Mortgage; and

D. All opened or proposed avenues, streets, roads, public places, sidewalks, alleys, strips or gores of land, in front of or adjoining or used in connection with the Premises or the Building, and all easements, tenements, hereditaments, appurtenances, rights and rights of way, public or private, pertaining, belonging or otherwise relating to the Premises or the Building; and

E. All insurance proceeds and any judgments, settlements, awards and other payments, including interest thereon, which may be made in respect of the Property, or any estate or easement therein, as a result of damage to or destruction of the Property, the exercise of the right of condemnation or eminent domain over any interest in the Property, the closing of, or the alteration of the grade of, any street or adjoining the Premises, or any other injury to or decrease in the value of the Property; and

F. All franchises, permits, licenses and other rights therein respecting the use, occupation or operation of the Property or the activities conducted thereon or thereabout; and

G. All rents, income and other benefits arising out of or otherwise related to the Property and all leases on or affecting the Property, and any security deposits, contract rights, general intangibles, actions, rights of action, and unearned insurance premiums relating to such leases or the Property; and

H. All accessions to, substitutes for, and all modifications, replacements, renewals, products and proceeds of any of the foregoing.

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Figure 2

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Borrower COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

1. Indebtedness Secured. This Mortgage has been given and is intended to secure the full and prompt payment and performance of the Obligations. This Mortgage shall secure, among other things, future advances and future obligations. The priority of the lien hereunder securing such future advances and future obligations shall relate back to the date this Mortgage was recorded. The total principal amount of Obligations which may be secured hereby at any one time is Three Million and 00/100 Dollars (\$3,000,000). In addition, the Mortgage shall secure unpaid balances of advances made by Lender with respect to the Property, for the payment of Impositions, as hereinafter defined, insurance premiums and costs reasonably incurred for the protection of the Property and any reasonable charges, expenses and fees, including, without limitation, attorneys' fees, which, by the terms hereof, shall be added to and increase the Obligations. Borrower acknowledges and agrees that all of the duties and obligations imposed on it hereunder, whether absolute or contingent, due or to become due, are for the reasonable protection of the lien of this Mortgage. This Mortgage shall remain in full force and effect with respect to all of the Property until all Obligations shall have been paid and performed in full. If the Obligations are paid and performed in accordance with the terms of the applicable Loan Documents, including, without limitation, the observance of all the agreements contained in this Mortgage, this Mortgage shall become void and shall be released at the expense of Borrower; but upon the occurrence of an Event of Default, as hereinafter defined, or whenever else Lender may accelerate any of the Obligations, the whole of the indebtedness secured by this Mortgage shall, at the option of Lender, become immediately due and payable and Lender shall be entitled to pursue any or all of its remedies hereunder, including, without limitation, the power to foreclose upon the Property according to law as hereinafter provided.

2. Title to Property and Other Representations and Warranties.

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(a) Except as expressly set forth in Exhibit F hereto, Borrower represents and warrants to Lender that: (i) it has an indefeasible estate in fee simple absolute in the Premises and the Building and good, indefeasible and marketable title to the remainder of the Property; and (ii) the Property is free of all liens, encumbrances, adverse claims and other defects of title whatsoever. Borrower does hereby and shall forever warrant and defend its title to and interest in the Property, subject only to the title and warranty exceptions set forth in Exhibit B, and the validity and priority of the lien of this Mortgage, to Lender against all claims and demands whatsoever of any Person, as hereinafter defined. There are no defenses or offsets to this Mortgage or to any of the other Obligations.

(b) Borrower represents, warrants and covenants to Lender that: (i) the Building presently on the Premises is in compliance with all applicable zoning and building codes, ordinances and regulations, except where the failure to comply does not have a material adverse impact on the Lender's or Borrower's interest in the Property; (ii) any Building hereafter constructed on the Premises shall be in substantial compliance with all applicable zoning and building codes, ordinances and regulations and shall lie wholly within the boundaries of the Premises; (iii) there are no actions, suits or proceedings pending or, to Borrower's knowledge, threatened against or affecting Borrower or against or affecting the Property or Borrower's right to acquire, hold or use the Property; and (iv) Borrower has the good and unrestricted right, full power and lawful authority to subject the Property to this Mortgage.

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3. Maintenance and Alterations.

(a) Borrower shall put, keep and maintain the Property in good and lawful order, condition and repair, excepting ordinary wear and tear, and Borrower shall make or cause to be made, as and when the same reasonably shall become necessary, all structural and non-structural repairs, whether exterior or interior, ordinary or extraordinary, foreseen or unforeseen. Borrower shall not commit or suffer any material waste of the Property without the prior written consent of Lender in each instance.

(b) Borrower shall not construct any new or additional buildings on the Premises without the prior written consent of Lender in each instance, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, in the event Borrower is required by applicable law to undertake any such alterations to the Building or the Building Equipment, Borrower may do so without obtaining Lender's consent thereto. In such event, Borrower shall promptly give Lender written notice of any such legal requirement and, prior to undertaking such alterations, shall notify Lender in writing of any such alterations that Borrower proposes to undertake.

(c) Lender and its agents, contractors and representatives, may enter upon and inspect the Property at all reasonable times until this Mortgage is released. Without limiting the generality of the foregoing, Lender and its agents, contractors and representatives, may from time to time enter upon the Property and conduct upon the Property inspections and tests to determine the extent to which any hazardous substances, wastes or other environmentally unsound materials have been placed or discharged upon or otherwise affect the Property. So long as there is no Event of Default hereunder, Lender will give reasonable notice to Borrower of its intent to enter upon the Property and shall conduct such entry, inspections and tests in a manner which will not unreasonably interfere with Borrower's or any permitted lessee's use of, or business on, the Property.

4. Restoration: If the Building or the Building Equipment shall be damaged or destroyed, in whole or in material part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, Borrower shall promptly restore, replace or rebuild the same to as nearly as possible the value, quality and condition they were in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by Lender, which approval shall not be unreasonably withheld; provided, however, that Borrower shall be under no duty to so restore, rebuild or replace such property to the extent that Lender receives and applies any insurance, condemnation or similar proceeds relating to such casualty to satisfy any part of the Obligations. Borrower shall give prompt notice to Lender of any material damages or destruction to the Property by fire or other casualty.

5. Compliance with Laws; Use of Property.

(a) Borrower shall promptly comply with all laws, statutes, ordinances, rules, regulations and other requirements (including, without limitation, applicable zoning and building requirements) of all governmental and quasi-governmental authorities whatsoever having jurisdiction of or relating to the Property and the sidewalks, curbs and alleys adjoining or abutting the Premises, and the condition, repair, maintenance, use and occupation thereof; and Borrower shall promptly make all changes, alterations and improvements necessary to comply with all such laws, statutes, ordinances, rules, regulations and other requirements.

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(b) Borrower shall promptly perform and observe all of the terms, covenants and conditions of all instruments of record affecting the Property, non-compliance with which may affect the security of this Mortgage, or which shall impose any duty or obligation upon Borrower or any tenant or other occupant of the Premises, and Borrower shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Property.

(c) Borrower shall not use or permit the use of the Property in any manner which would tend to materially impair the value of the Property or materially increase the risk of fire or other casualty. Borrower agrees it shall not grant or consent to any security interest or other lien against the Building Equipment without the prior written consent of Lender.

6. Impositions. Borrower shall pay when the same shall become due and payable, to the extent imposed against Borrower or the Property, all real estate taxes, assessments, water and sewer rates and charges, license fees, all charges which may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Premises and all other governmental levies and charges of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or which shall become payable with respect thereto (hereinafter collectively called "Impositions"). Notwithstanding the foregoing, Borrower may contest any Imposition by appropriate and timely proceedings, provided that on or before the due date for payment of such Imposition Borrower shall establish an escrow, reserve or other provision for payment of such Imposition reasonably satisfactory to Lender in an amount reasonably estimated by Lender to be adequate to pay such Imposition and any interest or penalties that may result from its nonpayment on the due date. In all such cases of contest, Borrower shall pay the contested Imposition within ten (10) days after the dismissal of said proceedings or the final and unappealable determination of Borrower's or the Property's liability therefor, as the case may be. Borrower shall deliver to Lender, within ten (10) days after the request of Lender therefor, the original or a photocopy of the official receipt evidencing such payment or other proof of payment satisfactory to Lender.

7. Insurance.

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(a) Borrower at its sole cost and expense shall provide and keep in force at all times for the benefit of Lender, with respect to the Property (with such deductibles as may be satisfactory to Lender, from time to time, in its reasonable discretion), (i) insurance against loss of or damage to the Building by fire and other hazards covered by so-called "extended coverage" and such other casualties and hazards as Lender shall reasonably require from time to time; (ii) flood insurance in the maximum available amount if the Building is now or later becomes designated as located in a flood hazard area as described in the Flood Disaster Protection Act of 1973, as amended from time to time, or any similar federal or state law now or hereafter enacted; (iii) business interruption insurance; (iv) boiler and machinery insurance; (v) comprehensive general public liability insurance against claims for bodily injury, death or property damage in customary and adequate amounts, or, in Lender's discretion, in such amounts as may be reasonably satisfactory or desirable to Lender, from time to time, in its reasonable discretion; (vi) lender's title insurance in the amount of all Obligations secured hereby, or such lesser amount to which Lender consents; and (vii) such other insurance on the Property, as Lender may reasonably require from time to time. The policies of insurance required by this paragraph shall be in companies, forms and amounts, and for such periods, as Lender shall reasonably require from time to time, and shall insure the respective interests of Borrower and Lender. The insurance proceeds

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from all such policies of insurance (other than the proceeds from the policy required under clause (v) above) shall be payable to Lender pursuant to a noncontributing mortgagee endorsement satisfactory in form and substance to Lender. Certificates of the original policies and renewals thereof covering the risks provided by this Mortgage to be insured against, bearing satisfactory evidence of payment of all premiums thereon, shall be delivered to and held by Lender on demand. At least thirty (30) days prior to the expiration of each policy required to be provided by Borrower, Borrower shall deliver certificates of renewal policies to Lender with appropriate evidence of payment of premiums therefor. All insurance policies required by this Mortgage shall (1) include effective waivers by the insurer of all rights of subrogation against any named insured and any other loss payee; and (2) provide that any losses shall be payable to Lender notwithstanding:

- (i) any act, failure to act or negligence of or violation of warranties, declarations or conditions contained in such policy by any named insured or other loss payee,
- (ii) the occupation or use of the Building or the Premises for purposes more hazardous than permitted by the terms thereof,
- (iii) any foreclosure or other action or proceeding taken by Lender pursuant to any provision of this Mortgage, or
- (iv) any change in title to or ownership of the Property;

(3) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Lender of written notice thereof; and (4) be reasonably satisfactory in all other respects to Lender. Borrower shall not permit any activity to occur or condition to exist on or with respect to the Property that would wholly or partially invalidate any of the insurance thereon.

(b) Borrower irrevocably makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Borrower's true and lawful attorney-in-fact and agent, with full power of substitution, for the purpose of making and adjusting claims under such policies of insurance, endorsing the name of Borrower on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance required above or to pay any premium in whole or in part relating thereto. Lender, without waiving or releasing any obligation or default by Borrower hereunder, may (but shall be under no obligation to do so) at any time maintain such action with respect thereto which Lender deems advisable. All sums disbursed by Lender in connection therewith, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, on demand, by Borrower to Lender and shall be additional Obligations hereunder secured by this Mortgage.

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(c) All proceeds of the insurance required to be obtained by Borrower hereunder, other than those relating to the insurance required under clause (v) of subparagraph (a) hereof, shall (i) so long as no Event of Default has occurred and is continuing, be payable to Borrower for the purpose of repairing and restoring the Property and for such other purposes as the Lender shall consent, which consent shall not be unreasonably withheld or delayed, and (i) if an Event of Default shall have occurred and be continuing, be paid to Lender, and Lender may deduct from such proceeds any reasonable expenses, including, without limitation, reasonable legal fees, incurred by Lender in connection with adjusting and obtaining such proceeds (the balance remaining after such deduction being hereinafter referred to as the "Net Insurance Proceeds"). If the such

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proceeds are payable to Lender pursuant to the terms of this subsection (c), Lender may, at its option, either: (1) apply the Net Insurance Proceeds in reduction or satisfaction of all or any part of the Obligations, whether then matured or not, in which event Borrower shall be relieved of its obligation under paragraphs 3 and 4 above to maintain and restore the property relating to such proceeds to the extent that Lender so applies such Net Insurance Proceeds; or (2) Lender may release the Net Insurance Proceeds to Borrower in whole or in part upon conditions reasonably satisfactory to Lender. Prior to the occurrence of an Event of Default, Borrower shall have the right to compromise any such claims, subject to Lender's prior consent thereto, which consent shall not be unreasonably withheld or delayed.

(d) Except to the extent otherwise expressly provided herein, the application of any insurance proceeds toward the payment or performance of the Obligations shall not be deemed a waiver by Lender of its right to receive payment or performance of the rest of the Obligations in accordance with the provisions of this Mortgage and the other Loan Documents.

(e) In the event of a foreclosure under this Mortgage, the purchaser of the Property shall succeed to all of the rights of Borrower, including any right to unearned premiums, in and to all policies of insurance which Borrower is required to maintain under this paragraph and to all proceeds of such insurance.

8. Deposits for Impositions and Insurance. Upon notice from Lender (which notice shall not be given unless an Event of Default has occurred), Borrower shall deposit with Lender on the first day of each month an amount equal to one-twelfth (1/12th) of (i) the aggregate annual payments for the Impositions, and (ii) the annual insurance premiums on the policies of insurance required to be obtained and kept in force by Borrower under this Mortgage. In addition, upon notice from Lender (which notice shall not be given unless an Event of Default has occurred), Borrower shall deposit with Lender such sum of money which, together with such monthly installments, shall be sufficient to pay all the Impositions and insurance premiums at least thirty (30) days prior to the due date thereof. If the amounts of any Impositions are not ascertainable at the time any deposit is required to be made, the deposit shall be made on the basis of the amounts of the Impositions for the prior tax year and, upon the amounts of the Impositions being fixed for the then current year, Borrower shall, upon notice from Lender, deposit any deficiency with Lender. If the amount of the insurance premiums is not ascertainable at the time any deposit is required to be made, the deposit shall be made on the basis of the amount of the insurance premiums for the prior year of the policy or policies, and, upon the amount of the insurance premiums being fixed for the then current year of the policy or policies, Borrower shall, upon notice from Lender, deposit any deficiency with Lender. If on a date thirty (30) days prior to the due date for the payment of any of the Impositions or the insurance premiums there shall be insufficient funds on deposit with Lender to pay the same, Borrower shall, upon notice from Lender, forthwith make a deposit with Lender in the amount of such deficiency. The funds so deposited with Lender shall be held by Lender in a segregated interest-bearing account, and provided that an Event of Default has not occurred, such funds together with all interest earned thereon shall be applied in payment of the Impositions and insurance premiums when due to the extent that Borrower shall have funds on deposit with Lender for such purpose. Upon the occurrence of an Event of Default, the funds deposited with Lender may, at the option of Lender, be retained and applied toward the payment of any or all of the Obligations, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by Lender. Borrower shall furnish Lender with a bill for each of the Impositions and insurance premiums and such other documents necessary for their payment at least thirty (30) days prior to the date they first become due. Upon a permitted assignment of this Mortgage prior to any default hereunder by Borrower, Lender shall have the right and obligation to pay over the balance of such deposits in its possession to the permitted assignee, and thereupon Lender shall be completely released

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from all liability with respect to such deposits and Borrower shall look solely to the assignee in reference thereto. The provisions of the preceding sentence shall apply to each and every assignment or transfer of such deposits to a new permitted assignee.

9. Condemnation.

(a) Borrower shall give immediate notice to Lender upon knowledge of an Executive Officer of Borrower of (i) any interest on the part of any Person possessing or who has expressed the intention to possess the power of eminent domain to purchase or otherwise acquire the Property or any material part thereof or (ii) the commencement of any action or proceeding to take the Property or any material portion thereof by exercise of the right of condemnation or eminent domain or of any action or proceeding to close or to alter the grade of any street on or adjoining the Premises. Lender may participate in any such actions or proceedings in the name of Lender or, whenever necessary, in the name of Borrower, and Borrower shall deliver to Lender such instruments as Lender shall request to permit such participation. Borrower shall not settle any such action or proceeding, whether by voluntary sale, stipulation or otherwise, or agree to accept any award or payment without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed. The total of all amounts awarded or allowed with respect to all right, title and interest in and to the Property or the portion or portions thereof taken or affected by such condemnation or eminent domain proceeding and any interest thereon (herein collectively called the "Award") is hereby assigned to and shall be paid upon receipt thereof to Lender and the amount received shall be retained and applied as provided in subparagraph (b) of this paragraph; provided, however, that Borrower shall be permitted to receive and use the Award so long as (i) no Event of Default shall have occurred and be continuing and (ii) the remaining Property is of a sufficient size and nature, as Lender shall reasonably determine, to permit the restoration or reconstruction of the remaining Property.

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(b) Upon Lender's receipt of any Award as permitted by the terms hereof, Lender may, at its option, either: (i) retain and apply the Award toward the payment and performance of the Obligations; or (ii) subject to such escrow provisions as Lender may require, pay the Award over in whole or part to pay or reimburse Borrower for the reasonable cost of restoring or reconstructing the Property remaining after such taking (the "Remaining Property"). If Lender elects to pay the Award, or any part thereof, over to Borrower, upon the completion of the restoration or reconstruction of the Remaining Property, any portion of the Award not used for the restoration or reconstruction of the Remaining Property shall, at the option of Lender, be applied in reduction of the Obligations; provided, however, that to the extent that such portion of the Award shall exceed the amount required to satisfy in full the then total amount of the Obligations, Lender shall pay over to Borrower the amount of such excess. In no event shall Lender be required to release this Mortgage until the Obligations are fully paid and performed nor shall Lender be required to release from the lien of this Mortgage any portion of the Property so taken until Lender receives the Award for the portion so taken.

(c) The application of the Award toward payment or performance of any of the Obligations shall not be deemed a waiver by Lender of its right to receive payment or performance of the balance of the Obligations in accordance with the provisions of the Loan Documents. Lender shall have the right, but shall be under no obligation, to question the amount of the Award, and Lender may accept same without prejudice to the rights that Lender may have to so question such amount. In any such condemnation or eminent domain action or proceeding Lender may be represented by attorneys selected by Lender, and all sums reasonably paid by Lender in connection with such action or proceeding, including, without limitation, reasonable attorneys'

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fees shall, on demand, be immediately due from Borrower to Lender and the same shall be added to the Obligations and shall be secured by this Mortgage.

(d) Notwithstanding any taking by condemnation or eminent domain, closing of, or alteration of the grade of, any street or other injury to or decrease in value of the Property by any public or quasi-public authority or corporation, the Obligations shall continue to bear interest until the Award shall have been actually received by Lender, and any reduction in the Obligations resulting from the application by Lender of the Award shall be deemed to take effect only on the date of such receipt by Lender.

10. Assignment of Rents and Leases.

(a) Borrower hereby presently assigns to Lender all of Borrower's right, title and interest in and to any Leases, as defined hereinafter, with respect to the Property, and all rents, issues and profits of the Property. "Lease" shall mean every lease or occupancy agreement for the use or hire of all or any portion of the Property which shall be in effect on the date hereof, or which shall hereafter be entered into, and by which Borrower is a lessor or in like, and any renewals, extensions or other modifications thereof. Borrower grants to Lender, with or without Lender or any other Person (including, without limitation, a receiver) taking possession of the Property, the right, upon or after the occurrence of an Event of Default, to give notice to the tenants of this assignment, to collect rents, issues and profits from the tenants and to enter onto the Property for the purpose of collecting the same and to let the Property and to apply such rents, issues and profits, after payment of all charges and expenses relating to the Property, to the Obligations. This assignment shall be an absolute assignment, subject to the license herein granted to Borrower and Borrower's obligations hereunder, and shall continue in effect until the Obligations are fully paid and performed. Lender hereby grants a revocable license to Borrower to collect and use such rents, issues and profits; provided, however, that the foregoing license shall be automatically revoked, without any action on Lender's part, upon the occurrence of an Event of Default. Notwithstanding any law to the contrary, if there is an Event of Default, and if there is any applicable law requiring Lender to take possession of the Property (or some action equivalent thereto, such as securing the appointment of a receiver) in order for Lender to "perfect" or otherwise "activate" its rights and remedies as set forth herein, then Borrower waives all benefits of such laws and agrees that such laws shall be fully satisfied, without any action on Lender's part, solely by the occurrence of such Event of Default. If, notwithstanding such waiver by Borrower, such laws require the undertaking of some affirmative act by Lender, Borrower agrees that such laws shall be fully satisfied solely by Lender giving Borrower notice, written or oral, that such Event of Default has occurred and that Lender intends to enforce its rights in any Leases and/or any rents, issues and profits assigned herein.

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(b) Borrower shall, from time to time upon request by Lender, execute, acknowledge and deliver to Lender, in form and substance satisfactory to Lender, separate assignments of any Leases in order to further evidence the foregoing assignment. Lender shall not be obligated to perform any obligation to be performed by Borrower under any Lease or other agreement affecting the Property, and Borrower hereby agrees, subject to the limitations set forth in Section 34(b) hereof, to indemnify Lender for, and hold Lender harmless from, any and all liability and expenses arising from any such Lease or other agreement or any assignments thereof, and no assignment of any such Lease or other agreement shall place the responsibility for the control, care, management or repair of the Property upon Lender, nor make Lender liable for any negligence or other tortious conduct of any Person other than Lender, with respect to the management, operation, upkeep, repair or control of the Property resulting in injury, death, property or other damage or loss of any nature whatsoever.

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(c) Borrower shall not cancel, amend or otherwise modify the terms and conditions of any Lease without obtaining Lender's prior consent, which consent shall not be unreasonably withheld or delayed; nor shall Borrower accept payments of rent or the like more than one month in advance without obtaining Lender's prior consent.

(d) Lender may exercise its rights from time to time under this Section 10 without first commencing foreclosure proceedings against the Property if it so elects. Any such election by Lender to exercise its rights from time to time under this Section 10 shall not prohibit Lender from simultaneously or thereafter foreclosing upon the Property or exercising any other rights available to Lender hereunder or at law.

11. Lender's Right to Perform Borrower's Covenants. If Borrower shall fail promptly and fully to pay, perform or observe any of the Obligations, then Lender may, at its option, but without any obligation to do so, and without waiving or releasing Borrower from any of the Obligations, pay any Obligation or perform any Obligation or take such other action as Lender deems reasonably necessary or desirable in order to cause such Obligation to be paid, performed or observed, as the case may be. Borrower hereby grants to Lender, and agrees that Lender, upon such failure, shall have, the absolute and immediate right to enter in and upon the Property to such extent and as often as Lender, in its discretion, deems necessary or desirable for such purpose. Lender may pay and expend such sums of money as Lender, in its discretion, deems necessary for any such purpose, and Borrower hereby agrees to pay to Lender, on demand, all such sums so paid or expended by Lender, together with interest thereon from the date of each such payment or expenditure at the rate (the "Default Rate") which is the lesser of (i) the Default Rate, as defined in the Loan Agreement, or (ii) the maximum interest rate permitted by law. Any interest paid under this paragraph in excess of the maximum interest rate permitted by law shall be deemed payment in reduction of the principal amount of the Obligations and the excess, if any, shall be refunded to Borrower without interest. All sums so paid or expended by Lender, and the interest thereon, shall be added to the Obligations and shall be secured by the lien of this Mortgage.

12. No Claims Against Lender. Nothing contained in this Mortgage shall constitute any consent or request by Lender, expressed or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property, or be construed to permit the making of any claim against Lender in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

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13. Liens. This Mortgage is and shall be maintained as a valid mortgage lien on the Property subject only to those exceptions set forth in Exhibit B. Borrower shall not, directly or indirectly, create or suffer or permit to be created, or to stand, against the Property or against the rents, issues and profits therefrom, any lien, charge, mortgage, deed of trust, adverse claim or other encumbrance other than the lien of this Mortgage, that certain Mortgage by Borrower in favor of Shawmut Capital Corporation (the "Senior Lender") dated on or about the date hereof, and any lien or other encumbrance set forth in Exhibit B; provided, however, that nothing contained in this paragraph shall require Borrower to (i) pay any real estate taxes or other Impositions prior to the time when same are required to be paid under this Mortgage or (ii) pay any lien or encumbrance contested in good faith and with respect to which Borrower shall have established an escrow, reserve or other provision for payment of such lien or encumbrance reasonably satisfactory to Lender in an amount reasonably estimated by Lender to be adequate to pay such lien or encumbrance and any interest or penalties that may result from its nonpayment. Borrower shall keep and maintain the Property free from all liens of Persons

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supplying labor or materials relating to the construction, alteration, modification or repair of the Property. In no event shall Borrower do or permit to be done, or omit to do or permit the omission of, any act or thing where such act or omission may materially impair the security of this Mortgage.

14. Certificate of Borrower. Borrower, upon request of Lender, shall certify to Lender or to any proposed permitted assignee of this Mortgage, by an instrument satisfactory in form and substance to Lender, duly acknowledged, the amount then owing on the Obligations and the date to which any interest thereon has been paid and whether any offsets or defenses exist against the payment or performance of any Obligation, within five (5) business days if the request is made personally, or within seven (7) business days if the request is made by mail. Lender and any proposed permitted assignee of this Mortgage shall have the right to rely on such certification.

15. Security Agreement. It is the intention of the parties that this instrument shall constitute a Security Agreement within the meaning of the Uniform Commercial Code as enacted in the State of Illinois with respect to all of Borrower's right, title and interest, whether now owned or existing or hereafter acquired or arising, in all fixtures and personalty (including, without limitation, all accounts, inventory, equipment and general intangibles) located on or about, used or usable in connection with, or otherwise relating in any respect to, the Property; and that a security interest shall attach thereto, and to all products and proceeds thereof, for the benefit of Lender to secure the Obligations. Upon request, Borrower shall promptly execute financing and continuation statements in form and substance satisfactory to Lender to further evidence and secure Lender's interest in such collateral, and shall pay all filing and other fees in connection therewith. Borrower further authorizes Lender to file financing and continuation statements with respect to such collateral without the signature of Borrower whenever lawful. Upon the occurrence of an Event of Default, Lender, pursuant to the applicable provisions of the Uniform Commercial Code, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real property, in which event the default provisions of the Uniform Commercial Code shall not apply. The parties agree that in the event Lender elects to proceed with respect to collateral constituting personalty or fixtures separately from the real property, ten (10) days' notice of the sale of such collateral shall be deemed reasonable notice.

16. Default. The Obligations shall become immediately due and payable in full at the option of Lender upon the occurrence of any one or more of the following (an "Event of Default"):

(a) Borrower shall fail to pay when due or within any applicable grace periods any installment of principal, interest or fees, if any, owing under the Loan Agreement or the Note in accordance with their respective terms;

(b) Except to the extent of any Imposition contested by Borrower pursuant to the terms of Section 6 hereof, Borrower shall fail to pay any Imposition on or before the date such Imposition may be paid without any penalty, interest or other premium;

(c) Borrower shall fail to pay timely any premiums for insurance required under paragraph 7 or Borrower shall fail to reimburse Lender on demand for premiums paid by it on the insurance required under paragraph 7;

(d) Borrower shall directly or indirectly create, suffer or permit to be created or to stand against the Property or against the rents, issues and profits therefrom, any lien, security interest, charge,

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mortgage, deed of trust or other encumbrance not expressly permitted herein without in each instance obtaining Lender's prior written consent thereto;

(e) Borrower's default in the observance or performance of any other covenant of Borrower hereunder (other than a covenant the performance or observance of which is specifically referred to elsewhere in this paragraph 16), which default is not cured within thirty (30) days after Lender gives Borrower notice thereof;

(f) Any representation or warranty of Borrower to Lender set forth herein or elsewhere, including, without limitation, the other Loan Documents, having been incorrect, incomplete or misleading in any material respect at the time when made, or, to the extent of any express duty to remake, refurnish or reaffirm such representation or warranty, any such representation or warranty subsequently becomes incorrect, incomplete or misleading in any material respect and Borrower fails to give Lender prompt notice thereof;

(g) Borrower shall sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein, in any manner, whether voluntary, involuntary, by operation of law or otherwise, or Borrower shall enter into any agreement, written or oral, to so sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein, other than as permitted by the terms of this Mortgage or the other Loan Documents;

(h) There shall occur a default or an event of default after the expiration of any applicable grace period under any other deed of trust, mortgage or like real property security instrument which encumbers the Property, or under any document evidencing any obligation secured thereby, or any foreclosure or similar proceeding shall commence with respect to the Property;

(i) Borrower shall deliver to Lender any notice terminating or purporting to terminate, or Borrower shall take any other action to terminate or purporting to terminate, the operation of this Mortgage as security for any future advances or future obligations;

(j) The filing of any action to condemn, acquire by eminent domain or otherwise take any part of the Premises or Building which, in Lender's determination, materially and adversely affects the use or intended use of the Property as a whole or otherwise materially and adversely affects Borrower's business; or

(k) The occurrence of an Event of Default, as defined in the Loan Agreement.

17. Notice Upon Acceleration; Application of Payments. Whenever Lender in this Mortgage or in the other Loan Documents is given the option to accelerate the maturity of all or part of the Obligations, Lender may, to the extent permitted by law, except to the extent otherwise expressly provided in this Mortgage or such other Loan Document, do so without presentment, protest, notice to or demand upon Borrower. Lender shall have the sole and exclusive right, subject to the terms of the Loan Agreement, and Borrower irrevocably waives any right, to direct or redirect the application of any monies received by Lender on account of the Obligations (whether such monies are received before or after the occurrence of an Event of Default, in the ordinary course of affairs, by acceleration, maturity or otherwise) against the Obligations in such manner as Lender may deem advisable, from time to time, notwithstanding any entry by Lender upon any of its books and records.

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18. Appointment of Receiver. After the occurrence of an Event of Default, or if any action shall be commenced to foreclose this Mortgage, without obligation to do so, Lender, to the extent permitted by applicable law, upon notice to Borrower, may apply for the appointment of a receiver of the rents, issues and profits of the Property without notice or demand, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Property as security for the amounts due to Lender or the solvency of any Person liable for the payment of such amounts.

19. Foreclosure. After the occurrence of an Event of Default, Lender may, to the extent permitted by law, institute an action of judicial foreclosure, or take such other action as the law may allow, at law or in equity, to enforce this Mortgage and to realize upon the Property or any other security which is herein or elsewhere provided for, and to proceed to final judgment and execution for the entire unpaid balance of the Obligations at the rate stipulated herein or in the Loan Agreement or the other Loan Documents, as the case may be, to the date of default, and thereafter at the Default Rate, together with, to the extent permitted by applicable law and the terms of the Loan Agreement, all other sums secured by this Mortgage, all reasonable costs of suit, and interest at the Default Rate on any judgment obtained by Lender from and after the date of any judicial sale of the Property (which may be sold in one parcel or part or in such parcels or parts, manner or order as Lender shall elect) until actual payment is made to Lender on the full amount due Lender. Lender may foreclose or otherwise realize upon one parcel or any other part of the Property, on one or more occasions, without releasing this Mortgage or precluding the further foreclosure or other realization hereunder of any other parcels or parts of the Property not so foreclosed or realized upon until the Obligations are paid in full. Failure to join or to provide notice to tenants or any other Persons as defendants (other than Borrower) or otherwise in any foreclosure action or suit shall not constitute a defense to such foreclosure or other action. Upon any foreclosure sale, whether by virtue of judicial proceedings or otherwise, Lender may bid and purchase the Property or any part thereof or interest therein, and upon compliance with the terms of the sale, may hold, retain, possess and dispose of the same in its own absolute right, without further accountability.

20. Possession of Property. To the extent permitted by applicable law, after the occurrence of an Event of Default, Lender and its agents, designees or assigns are authorized to (i) take possession of the Property, with or without legal action; (ii) lease the Property; (iii) collect all rents, issues and profits therefrom, with or without taking possession of the Property; and (iv) after deducting all reasonable costs of collection and administration expenses, apply the net rents, issues and profits to the payment of Impositions, insurance premiums and all other carrying charges (including, but not limited to, agents' reasonable compensation and reasonable fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Property, or on account and in reduction of the Obligations, in such order and amounts as Lender, in Lender's sole discretion, subject to the terms of the Loan Agreement, may elect. Lender shall be liable to account only for rents, issues and profits actually received by it. Borrower hereby waives any rights available to Borrower, statutory or otherwise, to prevent or attempt to prevent Lender from taking possession of the Property including, without limitation, all rights exercisable under Chapter 110, Section 15-1701, Ill.Rev.Stat. as the same may be amended from time to time.

21. Waiver of Redemption. To the extent permitted by applicable law, Borrower hereby irrevocably waives and releases: (i) any right of redemption after the date of any sale of the Property upon foreclosure, whether statutory or otherwise, in respect of the Property now or hereafter in force (irrespective of whether Lender or any other Person purchases the Property at such foreclosure); (ii) the benefit of any and all valuation and appraisal laws now or hereafter in force; (iii) all exemption laws whatsoever and all moratoriums, extensions or stay laws or rules, or orders of court in the nature of either of them, now or hereafter in force;

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and (iv) any right to have the Property marshalled upon any foreclosure of this Mortgage. Without limiting the foregoing, Borrower waives all rights of reinstatement and redemption pursuant to Chapter 110, Sections 15-1602, 15-1603 and 15-1605, Ill. Rev. Stat., as the same may be amended from time to time.

22. Expenses of Lender. To the extent permitted by applicable law, all reasonable costs and expenses paid or incurred by Lender, including, without limitation, reasonable attorneys' fees, in any action, proceeding or dispute of any kind in which Lender is made a party or appears as a plaintiff or defendant, affecting Lender, this Mortgage, the other Loan Documents and/or the Property, including, but not limited to, the enforcement of this Mortgage, any condemnation action involving the Property, any action to protect the security hereof, or any case or proceeding under Title 11 of the United States Code, with interest thereon from the time of payment by Lender at the Default Rate, shall be added to and included in the Obligations and shall be secured by this Mortgage and, upon demand, shall be immediately due from Borrower.

23. Interest After Maturity. The principal amount of the Obligations and any other amounts secured by this Mortgage and, to the extent permitted by law, any accrued interest thereon, shall bear interest from and after maturity, whether or not resulting from acceleration, at the Default Rate, payable on demand, but this shall not constitute an extension of time for payment of the Obligations or such other amounts or accrued interest.

24. Attorneys' Fees. If this Mortgage shall be foreclosed, or if any of the other Loan Documents are placed in the hands of an attorney for collection or is collected through any court, including any bankruptcy court, Borrower, to the extent permitted by applicable law, shall pay to Lender the reasonable attorneys' fees, court costs, disbursements and other costs incurred (irrespective of whether litigation is commenced in pursuance thereof) in collecting or attempting to collect the Obligations or enforcing or defending Lender's rights hereunder, or under the other Loan Documents, or under any other collateral securing the Obligations, and all allowances provided by law, to the extent allowed by the laws of the state in which the Property is located, or any state in which any of such other collateral for the Obligations is situated, or other applicable law.

25. Discontinuance of Action. Lender may from time to time, to the extent permitted by applicable law, take action to recover any sums, whether interest, principal or any other obligation or sums, required to be paid under this Mortgage or the other Loan Documents, as the same become due, without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default existing when such earlier action was commenced. If Lender shall have proceeded to enforce any right under this Mortgage or the other Loan Documents, and such proceedings shall have been discontinued or abandoned for any reason, then in every such case Borrower and Lender shall be restored to their former positions and the rights, remedies and powers of all parties hereto shall continue as if no such proceedings had been taken.

26. Taxes.

(a) Upon passage after the date of this Mortgage of any law of the United States, the State of Illinois or any other governmental entity which deducts from the value of real property, for purposes of taxation, any indebtedness secured by mortgages or which changes in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes or the manner of the collection of any such taxes, and which imposes a tax, either directly or indirectly, on this Mortgage or all or any part of the sum secured hereby or the interest thereon to the extent that Lender makes a similar declaration with respect to its

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other borrowers which owe obligations to Lender similar to Borrower's Obligations, Lender may declare the whole of the Obligations and the interest accrued thereon, due on a date to be specified by not less than thirty (30) days' written notice to Borrower; provided, however, that such declaration shall be ineffective if Borrower is permitted by law to pay such tax in addition to all other payments required hereunder, without any penalty or charge thereby accruing to Lender, and if Borrower pays such tax within such thirty (30) day period.

(b) Borrower shall pay any taxes except income taxes imposed on Lender relating to this Mortgage.

27. Recording and Other Fees; Further Assurances. Borrower shall, as of the Closing Date, and thereafter within 30 days following a request by Lender pay all recording and filing fees, all recording taxes and all other reasonable costs and expenses in connection with the preparation, execution and recordation and other manner of perfection of this Mortgage and any other Loan Documents, and shall reimburse Lender on demand for all reasonable costs and expenses of any kind incurred by or on behalf of Lender in connection therewith. Borrower, as of the Closing Date, and thereafter within 30 days following a request by Lender, agrees to execute and deliver such instruments and other documents, and to take such action or refrain from taking such action, as Lender may reasonably request, from time to time, to evidence, create, perfect, continue or otherwise assure Lender of the real and personal property security interests granted, or purported to be granted, to or for the benefit of Lender hereunder and all other rights and benefits granted, or purported to be granted, to or for the benefit of Lender hereunder; all at the sole cost and expense of Borrower.

28. No Waiver. Any failure by Lender to insist upon the strict performance by Borrower of any of the Obligations shall not be deemed to be a waiver of any of such Obligations, and Lender, notwithstanding any such failure, may thereafter insist upon the strict performance by Borrower of any and all of the Obligations.

29. No Release. Borrower and any other Person now or hereafter obligated for the payment or performance of all or any part of the Obligations shall not be released from paying and performing such Obligations and the lien of this Mortgage shall not be affected by reason of (i) the failure of Lender to comply with any request of Borrower, or of any other Person so obligated, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any of the Obligations secured by this Mortgage; (ii) the release, regardless of consideration, of the obligations of any Person or Persons liable for payment or performance of the Obligations or any part thereof; or (iii) any agreement or stipulation extending the time of payment or modifying the terms of any of the Loan Documents and in the event of such agreement or stipulation, Borrower and all such other Persons shall continue to be liable under such Loan Documents, as amended by such agreement or stipulation, unless expressly released and discharged in writing by Lender.

30. Release of Collateral. Lender may release or partially release, regardless of consideration, the obligation of any Person liable for payment of any of the Obligations secured hereby, or may release any part of the Property or any other collateral now or hereafter given to secure the payment of the Obligations or any part thereof, without impairing, reducing or otherwise affecting the obligations of Borrower under the Loan Agreement or any other Loan Documents, the remainder of the security of this Mortgage or the priority of the rights created by this Mortgage.

31. Rights Cumulative. The rights and remedies provided for in this Mortgage, or which Lender may have otherwise, at law or in equity, shall be distinct, separate and cumulative and shall not be deemed to

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be inconsistent with each other, and none of them, whether or not exercised by Lender, shall be deemed to be in exclusion of any other, and, to the extent permitted by law, any two or more of all such rights and remedies may be exercised at the same time.

32. Severability. If any term or provision of this Mortgage or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law. If any payments (including, without limitation, any interest payments) required to be made hereunder or under the other Loan Documents shall be in excess of the amounts allowed by law, the amounts of such payments shall be reduced to the maximum amounts allowed by law.

33. Notices. All notices, demands, consents, approvals and requests given or required to be given by any party hereto to any other party hereto shall be in writing and shall be given in accordance with the terms and provisions of the Loan Agreement.

34. Indemnification Against Liabilities.

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(a) Subject to the provisions Section 34(b) hereof, Borrower shall protect, indemnify, hold harmless and defend Lender from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against Lender by reason of (i) ownership of an interest in the Property, (ii) any accident or injury to or death of Persons or loss of or damage to or loss of the use of property occurring on or about the Property, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (iii) any use, non-use or condition of the Property, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (iv) any failure on the part of Borrower to perform or comply with any of the terms of this Mortgage or the other Loan Documents, (v) performance of any labor or services or the furnishing of any materials or other property in respect of the Property made or suffered to be made by or on behalf of Borrower, (vi) any negligence or other tortious act on the part of Borrower or any of its agents, contractors, lessees, licensees or invitees, or (vii) any work in connection with any alterations, changes, new construction or demolition of the Property; irrespective of whether any such liabilities, obligations, claims, damages, penalties, causes of actions, costs or expenses are, caused by, or otherwise arise out of, in whole or in part, Lender's negligence or other tortious conduct, whether active or passive. Borrower will pay and hold Lender harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the state in which the Property is located or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by Lender in respect of this Mortgage, the other Loan Documents or the Obligations. All amounts payable to Lender under this paragraph shall be payable on demand and shall be deemed Obligations secured by this Mortgage and any such amounts which are not paid within ten days after demand therefor shall bear interest at the Default Rate from the date of such demand. In case any action, suit or proceeding is brought against Lender by reason of any such occurrence, Borrower, upon request of Lender will, at Borrower's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Borrower and approved by Lender. All of Borrower's obligations under this paragraph shall survive the foreclosure, release or other termination of this Mortgage and the satisfaction of the Obligations.

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(b) Notwithstanding any contrary provision in this Mortgage, Borrower shall not, and shall have no obligation hereunder to, indemnify, defend or hold harmless Lender against or with respect to any liability, loss, damage, suit, action, proceeding or claim (including attorneys' fees or other legal, accounting or other expenses incident thereto): (i) to the extent caused by or resulting from Lender's gross negligence or willful misconduct; or (ii) under any environmental or similar laws caused by or resulting from solid or hazardous waste materials or other toxic substances first placed on the Property on or after the date that Lender or any other party obtains title to or possession of the Property on which such materials or substances are placed, whether pursuant to an exercise by Lender of its rights and remedies under this Mortgage or any other Loan Document or as a result of a conveyance of title to Lender or any other party in lieu of such exercise.

35. Environment.

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(a) With respect to the Property, Borrower shall at all times comply in all material respects with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments or decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water or air pollution, composition of products, underground storage tanks, toxic substances or chemicals, solid and special wastes, hazardous wastes, substances, material or chemicals, waste, used, or recycled oil, asbestos, occupational health and safety, nuisance, trespass, and negligence.

(b) Lender shall not assume or be deemed to assume any responsibility, liability, or obligation with respect to compliance with any federal, state, or local environmental law, rule, regulation, order, permit, license, ordinance, judgment or decree; provided, however, that in the event of the imposition or assumption for any reason whatsoever of any such responsibility, liability, or obligation, subject to the provisions of Section 34(b) hereof, Borrower agrees to indemnify and hold Lender harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, of any kind or nature whatsoever, including without limitation, reasonable attorneys' and experts' fees, which may be imposed on, incurred by or asserted against it in any way relating to or arising from the Obligations, this Mortgage, the other Loan Documents and/or the Property. All of Borrower's obligations under this paragraph shall survive the foreclosure, release or other termination of this Mortgage and the satisfaction of the Obligations.

36. No Representations. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender pursuant to this Mortgage or the other Loan Documents, including, but not limited to, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy Lender shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.

37. Certain Definitions. The following terms shall, for all purposes of this Mortgage, have the respective meanings herein specified unless the context otherwise requires:

(a) "Borrower" shall mean Borrower herein named and any subsequent owner or owners of the Property and its, his, her or their respective successors, assigns, heirs and personal representatives;

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(b) "Building" shall mean all of the Building described herein including any part thereof;

(c) "Building Equipment" shall mean all of the Building Equipment described herein including any part thereof;

(d) "Lender" shall mean Lender herein named and any subsequent permitted beneficiary of this Mortgage, and its, his, her or their respective permitted successors, assigns, heirs and personal representatives;

(e) "Person" shall mean an individual, corporation, partnership, trust, unincorporated organization or government, or any agency or political subdivision thereof, or any other legal entity;

(f) "Premises" shall mean all of the Premises described herein including any part thereof; and

(g) "Property" shall mean all of the Property described herein including any part thereof.

38. Successors and Assigns. The terms, covenants and provisions of this Mortgage shall apply to and be binding upon Borrower and all subsequent owners and other Persons who have an interest in the Property, and shall inure to benefit of Lender, the permitted successors and assigns of Lender, and all subsequent permitted holders of this Mortgage, but the provisions of this paragraph shall not be construed to modify the provisions of paragraph 16(g).

39. Miscellaneous.

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(a) This Mortgage and its provisions cannot be changed, waived, discharged or terminated orally but only by an agreement in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(b) This Mortgage and the rights of the parties hereunder shall be governed by the internal laws of the State of Illinois, without regard to conflicts of law principles thereof.

(c) This Mortgage shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.

(d) All terms and words used in this Mortgage, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(e) If there shall be more than one Borrower, the representations, warranties, covenants and other obligations of Borrower hereunder shall be the joint and several representations, warranties, covenants and other obligations of each and every Borrower. Whenever the terms of this Mortgage prohibit Borrower from doing or permitting to be done, whether voluntarily or otherwise, any act or event, any such negative covenants shall apply to each and every Borrower and the failure of any one Borrower in respect thereof shall be deemed a default of such negative covenant notwithstanding that any other Borrower may not be in default of such negative covenant.

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(f) The paragraph headings in this Mortgage and the index at the beginning of this Mortgage are for convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

(g) All covenants contained herein shall run with the Property until the Obligations have been fully paid and performed.

(h) Time is of the essence in the payment and performance by Borrower of the Obligations.

(i) In the event of any conflict between the terms of this Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

IN WITNESS WHEREOF, this Mortgage has been duly executed by Borrower and delivered to Lender as of the day and year first above written.

DUPAGE DIE CASTING CORPORATION

[SE~~X~~L]

By: 

Name: JR Ponzetti

Title: President

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Prepared by:/Return to:

Jill Ann Coleman
Neal Gerber & Eisenberg
Two N. LaSalle Street
Suite 2200
Chicago, Illinois 60602
(312) 269-8000

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 31st day of March, 1995, before me, a Notary Public in and for said State, personally appeared J. R. Ponteri, to me personally known, who, being by me duly sworn, did say that he is the President of DUPAGE DIE CASTING CORPORATION, a Delaware corporation, ~~and that the seal affixed to the foregoing instrument is the corporate seal of said corporation;~~ and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Kimberly D. Rudolph
Notary Public

[SEAL]

My Commission expires:

7-6-97



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| Year | Percentage of Population Aged 65 and Over |
|------|---|
| 1950 | 7 |
| 1960 | 8 |
| 1970 | 9 |
| 1980 | 10 |
| 1990 | 11 |
| 2000 | 12 |
| 2010 | 13 |
| 2020 | 14 |
| 2030 | 15 |
| 2040 | 15 |
| 2050 | 15 |

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EXHIBIT A

Legal Description of Premises

PARCEL 1:

THAT PART OF THE WEST 12.5 ACRES OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GROSS POINT ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, 352.0 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH ON A LINE 352.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 472.0 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 116.0 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 1 TO THE CENTER LINE OF GROSS POINT ROAD AS IMPROVED; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF GROSS POINT ROAD, 24.03 FEET, TO A LINE 488.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1; THENCE NORTH ON SAID PARALLEL LINE, A DISTANCE OF 348.21 FEET, TO A LINE 328.47 FEET, SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 25.50 FEET, TO A LINE 513.5 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG SAID PARALLEL LINE 328.47 FEET TO THE NORTH LINE OF SAID LOT 1, BEING ALSO THE CENTER LINE OF HOWARD STREET; THENCE WEST ALONG SAID NORTH LINE AND SAID CENTER LINE, A DISTANCE OF 161.50 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART SOUTH OF A LINE PARALLEL TO AND 472 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1) IN COOK COUNTY, ILLINOIS, EXCEPT FROM ALL THE ABOVE DESCRIBED TRACT THE NORTH 40 FEET THEREOF IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THE WEST 20 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF LOT 3 IN THE RICHARD C. CROSSLEY SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 IN LEXINGTON CORP. SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 94 FEET OF THAT PART OF THE WEST 12.5 ACRES OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF

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THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GROSS POINT ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE 488 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1 AND 328.47 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE EAST A DISTANCE OF 187 FEET; THENCE SOUTH, A DISTANCE OF 223.41 FEET; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF A ROAD, A DISTANCE OF 225.89 FEET; THENCE NORTH ON A LINE 488 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 346.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOTS 1 AND 2 LYING SOUTH OF THE NORTH 140.25 FEET THEREOF, AND LYING WEST OF THE EAST 25 FEET OF LOT 2, AFORESAID IN RICHARD C. CROSSLEY'S SUBDIVISION OF PART OF LOT 1 IN ASSESSORS DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST 25 FEET OF LOT 2 (EXCEPT THE NORTH 140.25 FEET THEREOF), IN RICHARD C. CROSSLEY'S SUBDIVISION OF PART OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Title and Warranty Exceptions

1. Taxes for the years 1994 and 1995 which are due and payable and for any subsequent years in which taxes have not been fully paid.
2. Grant made by William Bremer and others, to the North Shore Electric Co., its successors and assigns, of the full right, permission and authority to erect, maintain, and renew poles upon and along the public road, or highway, known as Hart's Road, as is upon, or adjacent to, other property not now in question, or any part thereof, and to string and maintain wires, cables, and other necessary equipment upon such poles, and to operate, by means of such poles, wires, cables and other equipment, a line, or lines, for the transmission of electric current used for light, power, telephone, or other communications and other purposes, and also to trim trees, bushes, and saplings growing upon, or extending over, so much of said highway as is upon or adjacent to the land, so far as may be reasonably necessary in the construction and operation of said line, or lines, as appears from instrument recorded June 15, 1905 as document 3711167.

(Affects Parcel 4.)
3. Grant of an easement from La Salle National Bank, as trustee under trust number 23818, to the Commonwealth Edison Company, recorded June 21, 1962 as document 18512798, to construct, lay, maintain, relocate, renew, and remove equipment consisting of wires and cables and other necessary electrical facilities and to transmit and distribute, by means of said equipment, electricity, etc., also to trim and cut down and remove from time to time such trees, bushes, and saplings, as may be reasonably required incident to the installation and maintenance of such facilities in, upon, under, and along part of the land.

(Affects Parcels 1, 2 and 3.)
4. Easement for sewer purposes, including the right of entry for maintenance and repair, granted by Electro Corporation to Peerless Instrument Company, in that certain easement agreement dated August 1, 1972 and recorded August 11, 1972 as document 22011741.

(Affects Parcel 5.)
5. Easement over area as shown by dotted lines on the plat, for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other property with telephone and electric service, together with right to

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overhang aerial service wires and the right of access to such wires, as created by grant to the Illinois Bell Telephone Company, The Commonwealth Edison Company and their respective successors and assigns, and as shown on the plat of subdivision recorded January 29, 1969 as document 20742716.

Note: said plat shows no dotted lines.
(Affects Parcel 6.)

6. Rights of the public, the State of Illinois and the municipality in and to that part of the land dedicated for Gross Point Road by instrument recorded December 2, 1970 as document 21332292.

(Affects Parcel 4.)

7. Encroachment of chain link fence emanating from a building west and adjoining the land into the land by approximately .35 of a foot, disclosed by survey dated July 10, 1990 by Certified Survey Company.

(Affects the northwest corner of Parcel 5.)

8. Matters disclosed by survey dated July 10, 1990 by Certified Survey Company order no. 74325-76B-81A:

A) right to maintain:

- 1) utility pole on east line near Howard Street (affects Parcel 1);
- 2) poles and wires across southwest corner of Parcel 5;

B) encroachment of:

- 1) parking stalls into Howard St. along north line of Parcel 1;
- 2) fence on land east and adjoining across the east line of Parcel 1 just north of Parcel 3;
- 3) fence along north line of Parcel 5.

9. Provisions contained in resolution approving parking easements on certain property within the Village of Niles, Illinois, recorded February 10, 1982 as document 26141335, wherein DuPage Die Casting & Fabricating Company, Inc., agrees that in consideration of the Village of Niles granting building permits for additional parking facilities on parcels 1, 2, 3, 4, and 6 of the land, said parcels, and, in addition, parcel 5 of the land shall not be sold, conveyed, assigned, transferred, mortgaged, or pledged, without the prior express written consent of the Village of Niles.

10. Mortgage and Security Agreement dated as of March 31, 1995, by

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4 1 2 1 5 0 7 1
DuPage Die Casting Corporation, as Mortgagor, in favor of
Shawmut Capital Corporation, as Mortgagee, recorded
_____, 1995, as document _____.

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