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 COOK COUNTY RECORDER

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MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

Dated: July 1, 1996

Mortgagor:

Roy E. Greenlees
521 Hastings Road
Lake Forest, Illinois

Mortgagee:

American National Bank &
Trust Company of Chicago
33 N. LaSalle Street
Chicago, Illinois 60690

6300
1

Mortgaged Property:

Common address: 1331 South 55th Court
Cicero, Illinois 60650

P.I.N. No.s:	16-21-100-054-0000	16-21-100-060-0000
	16-21-100-055-0000	16-21-100-061-0000
	16-21-100-056-0000	16-21-100-062-0000
	16-21-100-057-0000	16-21-100-063-0000
	16-21-100-058-0000	16-21-102-018-0000
	16-21-100-059-0000	

Prepared by:

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When recorded, please return to:

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BOX 333-CTI

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CICERO, ILLINOIS

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS ("Mortgage") made as of the 1st day of July, 1996 from Roy E. Greenlees, an individual (hereinafter the "Mortgagor"), whose address is 521 Hastings Road, Lake Forest, Illinois, to American National Bank and Trust Company of Chicago, an Illinois banking corporation (the "Bank"), having an address of 33 North LaSalle Street, Chicago, Illinois 60690.

W I T N E S S E T H :

That to secure (a) all liabilities, indebtedness and obligations, now existing or hereafter arising for the payment of principal, together with interest thereon in accordance with the terms of (i) a certain Term Loan Agreement, dated July 1, 1996 by and between the Mortgagor, Lorie Greenlees and the Bank (as amended, extended, renewed or modified from time to time, the "Term Loan Agreement"), and (ii) a certain Term Note, dated July 1, 1996, issued by the Mortgagor and Lorie Greenlees to the Bank (the Term Note, as extended, renewed and modified from time to time, and together with any promissory note or notes issued in replacement therefor or substitution thereof, collectively herein called the "Note"); (b) all liabilities, indebtedness and obligations, now existing or hereafter arising for the payment of principal, together with interest thereon, in accordance with the terms of that certain Secured Credit Agreement dated July 1, 1996 by and between TDC Filter Manufacturing, Inc., TDC/UAC Inc., and the Bank (as amended, extended, renewed or modified from time to time, the "Secured Credit Agreement"); that certain Security Agreement dated July 1, 1996 by and between TDC Filter Manufacturing, Inc., TDC/UAC Inc., and the Bank (as amended, extended, renewed or modified from time to time, the "Security Agreement"); and that certain Continuing Guaranty dated July 1, 1996 by and between TDC Filter Manufacturing, Inc., TDC/UAC Inc. and the Bank (as amended, extended, renewed or modified from time to time, the "TDC Guaranty"); (c) the performance of the covenants and obligations set forth in that certain Continuing Guaranty, dated July 1, 1996, issued by the Mortgagor and Lorie Greenlees to the Bank in connection with the Secured Credit Agreement (the Continuing Guaranty, as extended, renewed and modified from time to time, and together with any guaranty or guarantees issued in replacement therefor or substitution thereof collectively herein called the "Guaranty") (the Term Loan Agreement, the Note, the Secured Credit Agreement, the Security Agreement, the TDC Guaranty and the Guaranty and any and all documents, agreements, and instruments executed in connection therewith are referred to jointly herein as

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the "Loan Documents"); (d) the performance of the covenants contained herein and in the Loan Documents and any monies expended by the Bank in connection therewith, (e) the payment of all other obligations and performance of all covenants of the Mortgagor under the Loan Documents and any other loan agreement, mortgage, security agreement and any other documents, agreements or instruments between the Mortgagor and the Bank given in connection therewith, and (f) any and all other indebtedness, obligations and liabilities of any kind of the Mortgagor to the Bank, now or hereafter existing, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by the Mortgagor as principal, surety, endorser, guarantor, accommodation party or otherwise (all of the aforesaid indebtedness and obligations in (a) through (f) being herein called the "Mortgage Indebtedness"), the Mortgagor does by these presents mortgage, warrant, grant, bargain, remise, release, convey, assign, transfer, pledge, hypothecate, set over and confirm unto the Bank, its successors and assigns, the land, premises and property situate, lying and being in the City of Cicero, County of Cook, State of Illinois, which are described in Exhibit A which is attached hereto and is hereby made a part hereof (herein called the "Site");

TOGETHER with all buildings, improvements, facilities and fixtures of every kind and description now located or hereafter erected or placed on the Site, such fixtures to include but not be limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating and cooling equipment, communication equipment, steam and hot water boilers, gas storage tanks, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, and all furniture and furnishings;

TOGETHER with all building materials and equipment, now or hereafter located on the Site and intended to be incorporated in said building, improvements or facilities;

TOGETHER with all easements, rights of way, licenses, and privileges of the Mortgagor on or with respect to or relating in any way to the Site and the buildings and improvements and facilities thereon;

TOGETHER with minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Site;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof;

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TOGETHER with the rents, issues and profits from the Site and the buildings and improvements and facilities thereon under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over unto the Bank including but not limited to, all cash or securities deposited under any such leases to secure performance by the tenants of their obligations thereunder;

TOGETHER with all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated or any strip or gore, in front of or adjoining the mortgaged premises; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to mortgaged premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the mortgaged premises, including, without limitation, any proceeds of insurance payable with respect to any such loss or damage, (d) any other injury to or decrease in the value of the mortgaged premises or (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the mortgaged premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by the Bank, and of the reasonable counsel fees, costs and disbursements incurred by the Bank in connection with the collection of such award or payment. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Bank to confirm such assignment to the Bank of any such award or payment; and

TO HAVE AND TO HOLD the mortgaged premises, and each and every part thereof, unto the Bank and its successors and assigns forever. Any reference herein to the "mortgaged premises" shall, unless the context shall require otherwise, be deemed to mean and apply to the Site and said buildings, improvements, equipment, fixtures, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interests hereinabove described.

And the Mortgagor hereby covenants and warrants as follows:

1. The Mortgagor will pay the Mortgage Indebtedness and will fully perform all of the covenants, agreements and obligations herein and in the Loan Documents required to be performed, all at the times and in the manner provided in this Mortgage and the Loan Documents.

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2. The Mortgagor has or will have at the time such property becomes subject to the lien of this Mortgage, good and indefeasible title to the entire mortgaged premises in fee simple and with good right and full power to sell, mortgage and convey the same; the mortgaged premises are free and clear of easements, restrictions, liens, leases and encumbrances, except Permitted Encumbrances (as hereinafter defined); and the Mortgagor will warrant and defend the mortgaged premises against all claims and demands whatsoever. The Bank shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the respective rights of the Bank hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.

As used herein "Permitted Encumbrances" means (i) liens for taxes or assessments or governmental charges or levies not yet delinquent, or which can thereafter be paid without penalty, or which are being contested in good faith by appropriate proceedings for which enforcement has been stayed and for which the Mortgagor has established adequate financial reserves; (ii) unfiled inchoate mechanics' and materialmen's liens for construction work in progress; (iii) workers', repairmen's, warehousemen's and carriers' liens and other similar liens, if any, arising in the ordinary course of business; (iv) all of the following, if they do not, in the opinion of the Bank, either individually or in the aggregate materially impair the use of the mortgaged premises by the Mortgagor or any lessee, viz: any easements, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and defects in title; (v) any lien for the satisfaction and discharge of which a sum of money deemed adequate by the Bank is on deposit with the Bank; (vi) liens created by or resulting from any litigation or other proceedings (including liens arising out of judgments or awards against the Mortgagor) with respect to which the Mortgagor is in good faith prosecuting an appeal or proceeding for review, and the enforcement of which is thereby stayed, if such liens do not, in the opinion of the Bank, either individually or in the aggregate, materially impair the use of the mortgaged premises by the Mortgagor or any lessee; (vii) that certain Memorandum of Industrial Lease, by and between the Mortgagor, as landlord, and TDC Filter Manufacturing, Inc., a Delaware corporation, as tenant, recorded November 23, 1992 as Document No. 92992452 ; (viii) other liens of a nature comparable to those described in clauses (i) through (vi) above which do not, in the opinion of the Bank, materially impair the use of the mortgaged premises by the Mortgagor or any lessee; (ix) this Mortgage; and (x) any liens or encumbrances approved in writing by the Bank as permitted exceptions.

3. The Mortgagor shall pay, before the same become delinquent or subject to interest or penalties, all charges, liens

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and encumbrances which now are or may hereafter become a lien upon the mortgaged premises or any part thereof, including but not limited to all ground rents, taxes, assessments, insurance premiums and utility rates, and in default thereof the Bank may pay, without demand or notice, any such charges or encumbrances for the account of the Mortgagor and which shall be added to the Mortgage Indebtedness, and any such additional sums of money as the Bank may deem to be necessary for the satisfaction thereof, and the Bank shall be the sole judge of the legality or validity thereof and of the amounts necessary to be paid in satisfaction thereof.

4. If requested by the Bank, the Mortgagor shall pay to the Bank, at the times provided in the Term Loan Agreement, the Note or any other promissory note or notes at any time hereafter issued to evidence, or at such other times as the Bank may require, all or any portion of the Mortgage Indebtedness for the payment of installments of principal and interest, and in addition thereto, installments of the taxes and assessments levied or to be levied upon the mortgaged premises, and installments of the premiums that will become due and payable to renew the insurance hereinafter provided, said installments to be substantially equal and to be in such amount as will assure to the Bank that not less than 30 days before the time when such taxes and premiums, respectively, become due the Mortgagor will have paid to the Bank a sufficient amount to pay the same in full. Said amounts paid to the Bank hereunder need not be segregated nor kept in a separate fund, and no interest shall be payable thereon. Said amounts shall be held by the Bank as additional security for the Mortgage Indebtedness and, except as otherwise provided or agreed, be applied to the payment of said taxes and assessments when the same become due and payable. Upon the occurrence of an event of default hereunder, the Bank may, at its option, but without any obligation on its part so to do, apply said amounts upon said taxes and assessments or insurance premiums or toward the payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable.

Upon an assignment of this Mortgage, the Bank shall have the right to pay over the balance of such deposits in its possession to the assignee and the Bank shall thereupon be completely released from all liability with respect to such deposits and the Mortgagor or owner of the mortgaged premises shall look solely to the assignee or transferee in reference thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment and satisfaction of the Mortgage Indebtedness or at any prior time upon the election of the Bank, the balance of the unapplied deposits in its possession shall be paid over to the record owner of the mortgaged premises and no other party shall have any right or claim thereto in any event, provided that in the event of a foreclosure of the mortgaged premises, the purchaser at such foreclosure shall have the right to receive such unapplied deposits. The Mortgagor agrees, at the Bank's request, to deliver

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the aforesaid deposits to such servicer or financial institution as the Bank shall from time to time designate.

5. The Mortgagor shall not commit or permit to be committed any waste on the Site or to the mortgaged premises and shall keep and maintain all the buildings, improvements and facilities and all other equipment thereon or therein in good repair and fully insured as required by the Loan Documents and will promptly comply with all laws, ordinances, orders, rules, regulations and requirements of any governmental body applicable to the mortgaged premises. The Bank may at any time, after reasonable notice to the Mortgagor and subject to the reasonable security and safety requirements of the Mortgagor, enter or cause entry to be made upon the mortgaged premises and inspect the premises, and if the Bank finds that the Mortgagor is in violation of any of the foregoing provisions, the Bank may, if such violation is not corrected within 30 days after written notice thereof by the Bank to the Mortgagor, enter upon the mortgaged premises and take such actions as may be necessary to correct such violation and pay such sums of money as the Bank in its sole discretion shall determine to be necessary therefor.

6. The Mortgagor will not permit or suffer any material alteration of or addition to any of the buildings, improvements or facilities in or upon the site, other than as necessary to restore the mortgaged premises to a safe condition if an emergency arises or pursuant to a notice and demand from a governmental agency.

7. The Mortgagor shall reimburse the Bank forthwith upon demand for all sums of money which it shall pay or expend pursuant to the provisions of this Mortgage, including any reasonable attorneys' fees and disbursements incurred by Bank in connection with the foregoing, together with interest upon said amounts until paid from the time of the payment thereof, at the per annum default rate of interest provided in the Term Loan Agreement, and all such amounts shall be a further lien on the mortgaged premises and secured by this Mortgage.

8. The occurrence of any of the following events shall be deemed a "default" hereunder: (i) default in the observance or performance of any covenant, promise or agreement set forth herein and continuance thereof for ten (10) days after notice of such default is given by the Bank to the Mortgagor, (ii) the occurrence of any default specified in any of the Loan Documents and the continuance thereof after any period of grace, if any, provided therein with respect to such default, or (iii) if any representation or warranty contained in this Mortgage and made by the Mortgagor shall prove to have been false or misleading in any material respect when made. Upon the occurrence of such default, the Bank may, then or at any time thereafter, give notice to the Mortgagor declaring the Mortgage Indebtedness to be due and payable under the terms of the respective Loan Documents, as the case may be. All such Mortgage Indebtedness then outstanding (including all

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principal, interest, fees, expenses and other charges) shall thereupon immediately become accelerated and due and payable without further notice or demand. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

9. Upon the occurrence of any of the events referred to above in paragraph 8 which would allow the Bank to accelerate the maturity date for payment of the Mortgage Indebtedness, the Bank is hereby authorized and empowered to exercise any and all rights and remedies provided herein or in the Loan Documents or available at law or in equity, including without limitation the right to commence foreclosure proceedings against the mortgaged premises pursuant to the common law of the state of Illinois or pursuant to the statutes in such case made and provided, and to sell the mortgaged premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes or common law, in a single parcel or in several parcels at the option of the Bank. The Mortgagor further agrees that the Bank is authorized and empowered to retain out of the sale proceeds such moneys as are necessary to pay in full the Mortgage Indebtedness, the costs and charges of such sale, and also the attorneys' fees provided by statute, returning the surplus moneys (if any there should be) to the Mortgagor. The Mortgagor hereby waives, to the full extent he may lawfully do so, the benefit of all appraisement, valuation, stay, moratorium, statute of limitations, exemption from execution, extension and redemption laws now or hereafter in force and all rights of marshalling in the event of the sale of the mortgaged premises or any part thereof or any interest therein. The Mortgagor also hereby waives all errors, defects and imperfections in any proceeding instituted by the Bank under this Mortgage.

10. (a) Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the mortgaged premises. Such appointment may be either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the mortgaged premises or whether the same shall then be occupied as a homestead or not and the Bank or any holder of the Note may be appointed such receiver. Such receiver shall have the power to collect the rents, issues and profits of the mortgaged premises during the pendency of such foreclosure suit and, in the case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the mortgaged premises during the whole of said period. The court from time to time may authorize the

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receiver to apply the net income from the mortgaged premises in whole or in part to: (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure; or (ii) the deficiency in case of a sale and deficiency.

(b) In any case in which under the provisions of this Mortgage, the Bank has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of the Bank, the Mortgagor shall surrender to the Bank and the Bank shall be entitled to take actual possession of the mortgaged premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event the Bank in its discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of said mortgaged premises, together with all documents, books, records, papers and accounts of the Mortgagor or then owner of the mortgaged premises relating thereto, and may exclude the Mortgagor, his agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the mortgaged premises and conduct the business, if any, thereof, either personally or by its agents, and with full power and to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the mortgaged premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (i) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (ii) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (iii) to extend or modify any then existing leases and to make new leases, 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 maturity date of the indebtedness hereunder and beyond the date of 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 such provisions to be contained therein, shall be binding upon the Mortgagor and all persons whose interests in the mortgaged premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (iv) to make all necessary or proper repairs, decorating, renewals,

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replacements, alterations, additions, betterments and improvements to the mortgaged premises as it may deem proper; (v) to insure and reinsure the same and all risks incidental to the Bank's possession, operation and management thereof; and (vi) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Mortgagor. The Bank shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. The Mortgagor shall and does hereby agree to indemnify and hold the Bank harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Bank incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Mortgagor shall reimburse the Bank therefor immediately upon demand. Nothing contained herein shall modify, limit or alter any like provisions contained in the Assignment of Leases and Rents of even date herewith executed by the Mortgagor.

(c) The Bank, in the exercise of the rights and powers hereinabove conferred upon it by this Mortgage shall have full power to use and apply the avails, rents, issues and profits of the mortgaged premises to the payment of or on account of the following, in such order as the Bank may determine:

(i) to the payment of the operating expenses of said mortgaged premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Bank, its agent or agents, and attorneys, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims of damages if any, and premiums on insurance hereinabove authorized;

(ii) to the payment of taxes and special assessments now due or which may hereafter become due on the mortgaged premises;

(iii) to the payment of all repairs, decorating, renewals, replacements, alternations, additions, betterments, and improvements of the mortgaged premises, including the cost from time to time of installing or replacing personal property such as appliances therein, and of placing the mortgaged premises in such condition as will, in the judgment of the Bank, make it readily rentable; and

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(iv) to the payment of any Mortgage Indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

11. Pursuant to Section 15-1601 of the Illinois Mortgage Foreclosure Law, as amended, 735 ILCS §5/15-1601, or any successor statute thereto (the "Act"), the Mortgagor hereby expressly waives any and all rights of redemption arising under Section 15-1603 of the Act, together with any and all other statutory rights of redemption on behalf of himself and on behalf of each and every person acquiring any interest or title in the Site subsequent to the date of this Mortgage. The Mortgagor acknowledges that the mortgaged premises do not constitute agricultural real estate or residential real estate, as said terms are defined in the Act.

12. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of the 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 the Bank any rights or remedies upon default of the Mortgagor which are more limited than the rights and remedies that would otherwise be vested in the Bank absent said provisions, the Bank shall be vested with the rights and remedies granted in the Act to the full extent permitted by law.

13. All personal property located at or used in connection with the mortgaged premises shall be owned by the Mortgagor and shall not be subject to any lease or other transaction whereby the ownership or any beneficial interest in any of such personal property shall be held by any person or entity other than the Mortgagor, except pursuant to such personal property leases as are approved by the Bank. The Mortgagor shall not create or cause to be created any security interest in any such personal property other than the security interest created in favor of the Bank. This Mortgage shall, as to any equipment and other personal property described herein and covered hereby, be deemed to grant a security interest therein pursuant to the Uniform Commercial Code, as adopted in the State of Illinois. The Mortgagor agrees, upon request of the Bank, to furnish an inventory of personal property owned by the Mortgagor and subject to this Mortgage and, upon request of the Bank, to execute any supplements to this Mortgage, any separate security agreement and financing statements to include specifically said inventory of personal property. Upon the occurrence and during the continuance of any of the events of default referred to in Paragraph 8 hereof, the Bank shall have all of the rights and remedies herein provided or otherwise provided by law or by this Mortgage, including but not limited to the right to require the Mortgagor to assemble such personal property and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties, the right to take

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possession of such personal property, with or without demand, and with or without process of law, and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if the Bank sends such notice to the Mortgagor at least 7 days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any such personal property may be applied by the Bank first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and legal expenses incurred, and including the expenses of retaining, keeping and storing such personal property, and then to payment of the Mortgage Indebtedness.

14. This Mortgage is intended to be a financing statement pursuant to Section 9-402(6) of the Illinois Uniform Commercial Code with respect to those items of equipment, goods or inventory which are fixtures on the mortgaged premises. This Mortgage is to be filed for record with the Recorder of Deeds of the county where the mortgaged premises are located. The Mortgagor is the record owner of the mortgaged premises. The address of the Mortgagor (Debtor) and Bank (Secured Party) are hereinafter set forth:

Address of Mortgagor: 521 Hastings Road
Lake Forest, Illinois

Address of Bank: 33 N. LaSalle
Chicago, Illinois 60690

15. No assignment of the Mortgagor's rights under this Mortgage and no forbearance on the part of the Bank and no extension of the time for the payment of the debt or performance of the other obligations hereby secured given by the Bank shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

16. The Mortgagor shall not, without the prior written consent of the Bank, permit, contract for, or suffer (a) the mortgaged premises, or any part thereof, to be sold, assigned, mortgaged, transferred or encumbered in any way, whether by operation of law or otherwise, including, without limitation any articles of agreement, land contract or installment sale contract, or (b) any junior mortgage or trust deed or other security interest in the mortgaged premises, or any part thereof.

17. Subject to the terms of Section 25 below, if all of the principal of and interest on the Term Note shall be paid and all other sums secured hereby or payable hereunder and under the Loan Documents shall be paid, the Loan Documents have terminated in full and the Mortgagor shall have complied with all the terms, conditions and requirements hereof, then this Mortgage shall be

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released by Bank and thereupon it shall be of no further force and effect. Upon the written request and at the expense of the Mortgagor, the Bank, will, within 30 days of such request, execute and deliver such proper instruments of release and discharge as may reasonably be requested to evidence such defeasance, release and discharge.

18. This Mortgage shall be governed by the internal laws of the State of Illinois. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.

19. The covenants herein contained shall run with the land and shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural and the singular, and use of any gender shall be applicable to all genders.

20. (a) The Mortgagor shall keep the buildings and the other improvements on the mortgaged premises, or which may hereafter be erected thereon, constantly insured for the benefit of the Bank, until the Mortgage Indebtedness and all interest thereon and all of the amounts due hereunder are fully paid, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the mortgaged premises are situated in an area which is considered a flood risk area by the U.S. Department of Housing and Urban Development or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued thereunder), and such other appropriate insurance as the Bank may reasonably require from time to time, all in such amounts and in such forms and with such companies as may be satisfactory to the Bank, and shall deliver to the Bank at its office aforesaid or at such other place as may be designated by the holder hereof the insurance policies (or certified copies thereof) with premiums fully paid and with standard mortgagee clauses or such other mortgagee clauses as may be satisfactory to the Bank attached, and renewals thereof shall likewise be delivered to the Bank at least 15 days before the expiration of any existing policies.

(b) All such policies shall include standard loss payable clauses in favor of the Bank and shall provide that the same may not be cancelled or terminated without giving the Bank at least 30 days prior written notice of such cancellation or termination.

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(c) Should the Mortgagor fail to insure or fail to pay the premiums on any such insurance or fail to deliver the policies or renewals thereof as provided above, the Bank at its option may have such insurance written or renewed and pay the premiums thereon for the account of the Mortgagor and which premiums so paid shall be added to the Mortgage Indebtedness.

(d) In the event of loss or damage, the proceeds of said insurance shall be paid to the Bank to be applied to payment of the Mortgage Indebtedness.

(e) In the event of a foreclosure of this Mortgage, the purchaser of the mortgaged premises shall succeed to all of the rights of the Mortgagor under said insurance policies payable to the Bank, including any right to unearned premiums and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring.

21. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the mortgaged premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Mortgage Indebtedness in accordance with the terms of the Note or of any promissory note or notes then evidencing the same, and any reduction in the principal sum resulting from the application by the Bank of such award or payment as hereinafter set forth shall be deemed to take effect only upon the receipt by the Bank of such award. The Mortgagor hereby assigns the entire proceeds of any award or payment to the Bank. Such proceeds shall be applied first toward reimbursement of all costs and expenses of the Bank in collecting said proceeds, including, without limitation, reasonable attorneys' fees, and then toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable, or the Bank at its option may apply said proceeds, or any part thereof, to the alteration, restoration or rebuilding of the mortgaged premises. No such application of proceeds by the Bank toward payment of the Mortgage Indebtedness shall reduce the amount of the installment payments required to be made on the Term Note, the Term Loan Agreement or any other Loan Document, in accordance with its terms.

22. The Mortgagor represents that the proceeds of the loan secured by this Mortgage will be used for the purposes specified in 815 ILCS §205/4(C) or any successor statute, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said statute.

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23. Environmental Matters.

(a) The Mortgagor represents and warrants to the Bank as follows:

(i) (A) The Mortgagor has not used Hazardous Materials (as hereinafter defined) on, from or affecting the mortgaged premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagor's knowledge, no prior owner of the mortgaged premises or any existing or prior tenant or occupant has used Hazardous Materials on, from or affecting the mortgaged premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; (B) the Mortgagor has never received any notice or any violations of any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the mortgaged premises and, to the best of the Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the mortgaged premises.

(ii) The Mortgagor shall keep or cause the mortgaged premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable Governmental Regulations; and, without limiting the foregoing, the Mortgagor shall not cause or permit the mortgaged premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable Governmental Regulations; nor shall the Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the mortgaged premises or onto any other contiguous property.

(iii) The Mortgagor shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the mortgaged premises as required by all applicable Governmental Regulations, to the satisfaction

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of the Bank, and in accordance with the orders and directives of all federal, state and local governmental authorities. Such testing, remedial, removal and other actions shall include those required by federal and state regulations governing underground storage tank systems. If the Mortgagor fails to conduct an environmental audit required by the Bank, then the Bank may at its option and at the expense of the Mortgagor, conduct such audit. Any such audit conducted by the Bank shall be conducted for the benefit of and to protect the interests of the Bank and shall not be relied upon by the Mortgagor or any third party for any purpose whatsoever, including but not limited to the Mortgagor's or any third party's obligation, if any, to conduct an independent environmental investigation of its own. By conducting any such audit, the Bank does not assume any control over the environmental affairs or operations of the Mortgagor nor assume any obligation or liability to the Mortgagor or any third party.

(b) Subject to the limitations set forth below, the Mortgagor shall defend, indemnify and hold harmless the Bank, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the mortgaged premises or the soil, water, vegetation, buildings, personal property, persons or animals; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the mortgaged premises; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials with respect to the mortgaged premises; and/or (4) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Bank, which are based upon or in any way related to such Hazardous Materials used on the mortgaged premises. The indemnity obligations under this paragraph are specifically limited as follows:

(i) the Mortgagor shall have no indemnity obligations with respect to Hazardous Materials that are first introduced to the mortgaged premises or any part of the mortgaged premises subsequent to the date that Mortgagor's interest in and possession of the mortgaged premises or any part of the mortgaged premises shall have ended or have been fully terminated by foreclosure of any

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mortgage held by Bank or acceptance by Bank of a deed in lieu of foreclosure or other collateral liquidation procedure;

(ii) the Mortgagor shall have no indemnity obligations with respect to Hazardous Materials that are first introduced to the mortgaged premises by the Bank, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the mortgaged premises to the Bank free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable Governmental Regulations affecting the mortgaged premises.

The provisions of this Paragraph 23(b) shall be in addition to any and all other obligations and liabilities Mortgagor may have to the Bank under the Mortgage Indebtedness, any Loan Document, and in common law, and shall survive (A) the repayment of all sums due for the Mortgage Indebtedness, (B) the satisfaction of all of the other obligations of the Mortgagor under any Loan Document, (C) the discharge of this Mortgage and (D) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. It is the intention of the Mortgagor and the Bank that the indemnity provisions of this Paragraph 23(b) shall only apply to an action commenced against any owner or operator of the mortgaged premises in which any interest of the Bank is threatened or any claim is made against the Bank for the payment of money.

(c) Definitions: Environmental Terms.

"Governmental Regulations" means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any State, and any country, city or other agency or subdivisions of the United States or any State.

"Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local government law, ordinance, rule or regulation.

24. The aggregate amount of principal indebtedness secured by this Mortgage, exclusive of sums advanced to remedy defaults and

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protect the security of this Mortgage, will not in the aggregate exceed an amount equal to Twenty Million Dollars (\$20,000,000.00).

25. Subject to the terms of the Loan Documents, as amended from time to time, or other present or future loan agreements, notes or other evidences of indebtedness, if any, portions of the principal amount of the indebtedness secured hereby may be borrowed, repaid and reborrowed by Mortgagor. A portion of the indebtedness secured hereby may increase or decrease from time to time. Notwithstanding any other term or provision of this Mortgage, this Mortgage shall remain in full force and effect even though at any time no principal amount may be outstanding under the Loan documents secured hereby and shall secure all subsequent advances. This Mortgage shall terminate only upon the payment in full of all of the indebtedness, obligations and liabilities secured hereby and the termination in full of the credit facilities described herein.

26. As of the date of this Mortgage, Mortgagor hereby assigns to Bank all his right, title and interest in and to all written and oral leases whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the mortgaged premises or any part thereof (but without an assumption by Bank of liabilities of Mortgagor under any such leases by virtue of this assignment), and Mortgagor hereby assigns to Bank the rents, issues and profits of the mortgaged premises. Until the occurrence of any default under any Loan Document, Mortgagor shall have the right to receive and collect such rents, issues and profits. Upon the occurrence of default under any Loan Document, Bank may elect upon written notice to Mortgagor to receive and collect said rents, issues and profits personally or through a receiver so long as any such Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Mortgagor hereby consents to the appointment of a receiver if believed necessary or desirable by the Bank to enforce its rights under this paragraph 26.

27. The Mortgagor shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all such further acts, as Bank may reasonably require to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of Bank, whether in writing or otherwise.

28. All notices and other communications hereunder shall be in writing and shall be delivered or sent to the party to be notified at the address stated in Paragraph 14 hereof, or to such other address as may be designated by such party. All such notices and other communications shall be deemed to have been given at the time of actual delivery thereof to such address, or if sent by

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certified or registered mail, postage prepaid, to such address, on the third (3rd) day after the date of mailing.

29. Waiver of Jury Trial and Consent to Jurisdiction.

(a) THE MORTGAGOR AND THE BANK ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE RIGHT MAY BE WAIVED. BOTH THE MORTGAGOR AND THE BANK EACH KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND WITHOUT COERCION, WAIVE ALL RIGHTS TO TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER THE BANK NOR THE MORTGAGOR SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTY STATING THAT THIS WAIVER HAS BEEN GIVEN UP.

(b) THE MORTGAGOR AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE BROUGHT IN ANY COURT OF THE UNITED STATES OF AMERICA OR OF THE STATE OF ILLINOIS, SITTING IN OR HAVING JURISDICTION OVER THE COUNTY OF COOK, ILLINOIS AND THE MORTGAGOR HEREBY SUBMITS TO AND ACCEPTS GENERALLY AND UNCONDITIONALLY THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS WITH RESPECT TO HIS PERSON AND PROPERTY AND IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING BY MAILING SUCH SERVICE OF PROCESS (CERTIFIED OR REGISTERED, IF CAPABLE OF CERTIFICATION OR REGISTRATION) TO MORTGAGOR AT THE ADDRESS SET FORTH IN PARAGRAPH 14. THE MORTGAGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH SUIT OR PROCEEDING IN THE ABOVE-DESCRIBED COURTS. NOTHING IN THIS PARAGRAPH SHALL AFFECT THE RIGHT OF THE BANK TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR LIMIT THE RIGHT OF BANK TO BRING ANY SUCH ACTION OR PROCEEDING AGAINST THE MORTGAGOR OR HIS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION INCLUDING, WITHOUT LIMITATION, ANY COURT LOCATED IN THE COUNTY CONTAINING THE MORTGAGED PREMISES. THE MORTGAGOR IRREVOCABLY AND GENERALLY CONSENTS IN RESPECT OF ANY PROCEEDINGS TO THE GIVING OF ANY RELIEF OR THE ISSUE OF ANY PROCESS IN CONNECTION WITH THOSE PROCEEDINGS INCLUDING, WITHOUT LIMITATION, THE MAKING, ENFORCEMENT OR EXECUTION AGAINST ANY ASSETS WHATSOEVER OF ANY ORDER OR JUDGMENT WHICH MAY BE MADE OR GIVEN IN THOSE PROCEEDINGS.

30. If any part of the Mortgage Indebtedness is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the mortgaged premises or any part thereof, including, without limitation, any obligations for real estate taxes or assessments, 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 and priority of the same.

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

"MORTGAGOR"



Roy E. Greenlees

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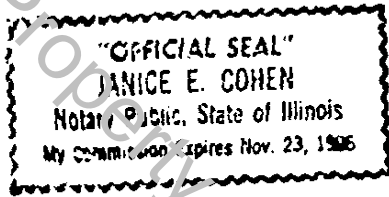
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STATE OF ILLINOIS)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 1st
day of July, 1996, by Roy E. Greenlees.

Janice E. Cohen
Notary Public,
Cook County, Illinois



My commission expires:

11/23/96

Drafted by and when recorded
return to:
Daniel F. Gosch
Dickinson, Wright, Moon,
Van Dusen & Freeman
225 West Washington, Suite 400
Chicago, Illinois 60606

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF BLOCK 3 LYING NORTHERLY OF THE NORTH LINE OF THE SOUTH 152.0 FEET OF THAT PART OF BLOCK 3 LYING NORTHERLY OF THE SOUTH LINE OF 14TH STREET EXTENDED EASTERLY AND LYING EASTERLY OF THE EASTERLY LINE OF 55TH COURT AND LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 594.93 FEET OF SAID BLOCK 3, IN GRANT LAND ASSOCIATION RESUBDIVISION LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT AND NORTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART CONVEYED TO CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, BY DEED JULY 1, 1910 AND RECORDED AUGUST 12, 1910 AS DOCUMENT NUMBER 4609421), IN COOK COUNTY, ILLINOIS.

AND

LOTS 19 THROUGH 28 (BOTH INCLUSIVE), IN BLOCK 1 IN THE RESUBDIVISION OF THE WEST PART OF BLOCKS 3 AND 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN NORTHWEST QUARTER AND SOUTH HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

Permanent Index No.: 16-21-100-054-0000
16-21-100-055-0000
16-21-100-056-0000
16-21-100-057-0000
16-21-100-058-0000
16-21-100-059-0000
16-21-100-060-0000
16-21-100-061-0000
16-21-100-062-0000
16-21-100-063-0000
16-21-102-018-0000

Mortgaged Premises Address: 1331 South 55th Court
Cicero, Illinois 60650

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