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 #7343 RC #-96-874267  
 COOK COUNTY RECORDER

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*FAT CC 95795 8/30/96*

(Above Space for Recorder's Use Only)

Service Plastics  
*6750*

## MORTGAGE AND SECURITY AGREEMENT

THIS INDENTURE, made as of this 14<sup>th</sup> day of November, 1996 by SERVICE PLASTICS, INC., an Illinois corporation ("Mortgagor"), to and for the benefit of:

- (a) INTERNAL REVENUE SERVICE, DEPARTMENT OF THE TREASURY ("IRS"),
- (b) ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY ("IDES"), and
- (c) WILLIAM H. GRABSCHIED ("WHG"), not personally but solely as Trustee under a Trust Agreement dated November \_\_, 1996, respectively (collectively, "Mortgagees"), as provided under the Plan of Reorganization (defined below):

### WITNESSETH:

Under and pursuant to the Plan of Reorganization (as defined below), Mortgagor is justly indebted to Mortgagees, as provided in the Plan of Reorganization and, in the case of WHG, as further evidenced by a certain note (the "Note") of even date herewith, under which Mortgagor promises to pay such principal sums (and, in the case of the amount owed to WHG, such sum may be adjusted, in accordance with the Plan of Reorganization) and interest in the manner and at the rates as provided therein. All such payments on account of the indebtedness evidenced by the Plan of Reorganization and the Note shall be made payable at such place as the Mortgagees may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagees, at the address indicated below or at such other address as Mortgagees may from time to time designate in writing.

NOW, THEREFORE, Mortgagor, to secure: (i) the payment of such principal sums of money and all interest, late charges and other indebtedness evidenced by the Plan of Reorganization and the Note and by any extensions, renewals or refinancings thereof; (ii) the performance and observance of the covenants, terms, conditions and agreements contained in the

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Plan of Reorganization and Note, this Mortgage and the Loan Documents (as hereinafter defined); and (iii) the reimbursement of Mortgagees for any and all sums expended or advanced by Mortgagees pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage or any of the Loan Documents (as defined below), with interest thereon as provided herein or therein; and also in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, GRANT, ASSIGN, REMISE, RELEASE, WARRANT, AND CONVEY unto Mortgagees, their successors and assigns, the real estate and all of its estate, right, title and interest therein situate, legally described in EXHIBIT A attached hereto and made a part hereof, which together with the property hereinafter described, is referred to herein as the "Mortgaged Property";

TOGETHER with all buildings and improvements now or hereafter constructed upon or erected upon or located on the real estate legally described in EXHIBIT A attached hereto, all tenements, easements, rights-of-way and rights used as a means of access thereto, all fixtures and appurtenances thereto now or hereafter belonging or pertaining to the real estate legally described in EXHIBIT A attached hereto, and all rents, issues, royalties, income, proceeds, profits and other benefits thereof, and any after-acquired title, franchise, or license and the reversions or remainders thereof, for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, refrigerators, curtain and drapery fixtures, partitions, attached floor covering, now or hereafter therein or thereon, and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared, to the maximum extent permitted by law, to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage deemed to be real estate and conveyed and mortgaged hereby; provided, however, as to any of the property aforesaid which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as defined in the Uniform Commercial Code of Illinois (the "Code")), this Mortgage is hereby deemed to also be a Security Agreement under the Code for purposes of granting a security interest in such property, which Mortgagor hereby grants to Mortgagees, as Secured Party (as defined in the Code), as more particularly provided in Paragraph 38 of this Mortgage.

TO HAVE AND TO HOLD the Mortgaged Property unto the said Mortgagees, their successors and assigns, forever, for the purposes and uses herein set forth, together with all right to retain possession of the Mortgaged Property after any Event of Default (as hereinafter defined).

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subordinate in right and subject in all respects, however, to the Plan of Reorganization and the Senior Loan (as defined below).

## IT IS FURTHER UNDERSTOOD AND AGREED THAT:

### 1. Title and Acknowledgment.

Mortgagor represents and covenants that (a) Mortgagor is the holder of the fee simple title to the Mortgaged Property, free and clear of all liens and encumbrances, except such liens as are provided for in the Plan of Reorganization and such liens and encumbrances as shall have been expressly approved in writing by Mortgagees, and (b) Mortgagor has legal power and authority to mortgage and convey the Mortgaged Property. Mortgagees acknowledge and agree that, in fulfillment of the Plan of Reorganization, and substantially contemporaneously herewith, Mortgagor is granting, or permitting to remain unimpaired, other liens and encumbrances that will or may affect Mortgagees' rights hereunder.

### 2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc.

Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Mortgaged Property which may become damaged or be destroyed; (b) keep the Mortgaged Property in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien, except that Mortgagor shall have the right to contest by appropriate proceedings diligently prosecuted the validity or amount of any such lien if and only if Mortgagor shall within fifteen (15) days after the filing thereof place a bond with Mortgagees in an amount, form, content and issued by a surety reasonably acceptable to Mortgagees for the payment of any such lien; (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property superior or inferior to or at parity with the lien hereof (no such superior, inferior or parity lien to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of any such lien to Mortgagees; (d) complete within a reasonable time any buildings or any other improvements now or at any time in process of construction upon the Mortgaged Property; (e) comply with all requirements of law, municipal ordinances and restrictions of record with respect to the Mortgaged Property and the use and development thereof, including without limitation, those relating to building, zoning, environmental protection, health, fire and safety; (f) make no structural or non-structural alterations to the Mortgaged Property or any buildings or other improvements now or hereafter constructed thereon, without the prior written consent of Mortgagees; (g) suffer or permit no change in the general nature of the occupancy of the Mortgaged Property, without the prior written consent of Mortgagees; (h) initiate or acquiesce in no zoning reclassification without the prior written consent of Mortgagees; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note; and (j) duly perform and observe all of the covenants, terms, provisions and agreements herein, in the Note or in the Loan Documents on the

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part of Mortgagor to be performed and observed. As used in this Paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean and include the principal sum owed to Mortgagees as provided in the Plan of Reorganization and, in the case of WHG, as evidenced by the Note, together with all interest thereon and all other amounts payable to Mortgagees thereunder, and all other sums at any time secured by this Mortgage.

3. Payment of Taxes and Assessments.

Mortgagor shall pay before any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other liens or charges levied or assessed against the Mortgaged Property, or any interest therein, of any nature whatsoever when due, and, to the extent requested by Mortgagees, shall furnish to Mortgagees duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior to the due date thereof. Notwithstanding anything contained herein to the contrary, Mortgagor shall have the right to protest any taxes assessed against the Mortgaged Property, so long as such protest is conducted in good faith by appropriate legal proceedings diligently prosecuted and Mortgagor shall furnish to the title insurer such security or indemnity as said insurer requires to induce it to issue an endorsement, in form and substance acceptable to Mortgagees, insuring over any exception created by such protest.

4. Intentionally Omitted.

5. Intentionally Omitted.

6. Insurance.

Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Mortgaged Property insured against loss or damage by fire and such other hazards as may be required by Senior Lender and shall send notice to WHG of any event resulting in a claim under such insurance policies.

7. Condemnation.

If all or any part of the Mortgaged Property are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the rights of the parties shall be governed by Illinois law.

8. Stamp Tax.

If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and

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If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage or the issuance of the Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Mortgagees for any sums which Mortgagees may expend by reason of the imposition of any tax on the issuance of the Note secured hereby. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagees.

## 9. Observance of Lease Assignment.

As additional security for the payments required under the Plan of Reorganization and the Note and for the faithful performance of the terms and conditions contained herein, and subject to the Plan of Reorganization and the Senior Loan Documents, Mortgagor has assigned to Mortgagees a right, title and interest in and to all leases and subleases (including all extensions and renewals thereof) which now or hereafter affect all or any portion of the Mortgaged Property and in and to all rents, issues, income and profits of or from all or any portion of the Mortgaged Property pursuant to that certain Security Agreement (Chattel Mortgage) of even date herewith made by Mortgagor in favor of Mortgagees.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagees, expressly or by implication, to perform any of the covenants of Mortgagor as lessor under any of the leases assigned to Mortgagees or to pay any sum of money or damages therein provided to be paid by the lessor, each and all of which covenants and payments Mortgagor agrees to perform and pay.

## 10. Effect of Extensions of Time.

If the payment of said indebtedness or any part thereof be extended or varied or if any part of any security for the payment of the indebtedness be released, all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagees, notwithstanding such extension, variation or release.

## 11. Effect of Changes in Laws Regarding Taxation.

In the event of the enactment after this date of any law of the state in which the Mortgaged Property are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagees the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagees' interest in the Mortgaged Property, or the manner of collection of taxes, so as to affect this

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Mortgagees therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagees. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagees (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagees may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

## 12. Mortgagees's Performance of Defaulted Acts and Expenses Incurred by Mortgagees.

Mortgagees may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Mortgaged Property or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Mortgaged Property. Mortgagees may, but shall not be required to, complete construction, furnishing and equipping of any buildings or other improvements now or at any time hereafter on the Mortgaged Property, and rent, operate and manage the Mortgaged Property and such buildings and improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Mortgaged Property and such buildings and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagees in regard to any tax referred to in Paragraph 8 above or to protect the Mortgaged Property or the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the same rate due to the respective Mortgagees under the Plan of Reorganization and/or the Note. In addition to the foregoing, any costs, expenses and fees, including attorneys' fees, incurred by Mortgagees in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting and enforcing any of Mortgagees's rights hereunder, (c) recovering any indebtedness secured hereby, (d) any litigation or proceedings affecting the Note, this Mortgage, the Mortgaged Property or this Mortgage, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable. The interest accruing under this Paragraph 12 shall be immediately due and payable by Mortgagor to Mortgagees, and shall be additional indebtedness evidenced the Plan of Reorganization or by the Note and secured by this Mortgage. Inaction of Mortgagees shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor. Should the proceeds of the Note or any part thereof, or any amount paid out or advanced by Mortgagees hereunder, or pursuant to any agreement executed by Mortgagor in connection with the loan evidenced by the Note, be used directly or indirectly to pay off, discharge

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advanced by Mortgagees hereunder, or pursuant to any agreement executed by Mortgagor in connection with the loan evidenced by the Note, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Mortgaged Property or any part thereof, then as additional security hereunder, Mortgagees shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released-of record by the holder thereof upon payment.

## 13. Mortgagees's Reliance on Tax Bills and Claims for Liens.

Mortgagees in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted, provided that if no Event of Default then exists hereunder Mortgagees shall give to Mortgagor ten (10) days' prior written notice thereof.

## 14. Acceleration of Indebtedness in Event of Default.

Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) Mortgagor fails to pay when due (i) any installment of principal or interest payable pursuant to the Plan of Reorganization and/or the Note, or (ii) any other amount payable pursuant to the Plan of Reorganization and/or the Note, this Mortgage or any of the other Loan Documents;

(b) Mortgagor fails to promptly perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under (i) the Note, (ii) this Mortgage, (iii) the Security Agreement (Chattel Mortgage) of even date herewith made by Mortgagor to Mortgagees, and (iv) any other document or instrument evidencing or securing the Plan of Reorganization and/or the Note or delivered to induce Mortgagees to disburse the proceeds thereof (the Note, this Mortgage, and all of the other documents and instruments described hereinabove, being hereinafter collectively referred to as the "Loan Documents"); provided, however, that Mortgagor shall have a period not to exceed thirty (30) days after written notice of such failure of performance or observance to cure the same and an Event of Default shall not be deemed to exist during said thirty (30) day period, unless the continued operation or safety of the Mortgaged Property, or the priority, validity or enforceability of this Mortgage or the lien hereof or the lien of any of the other

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Loan Documents, or the value of the Mortgaged Property is impaired, threatened or jeopardized;

(c) The existence of any material inaccuracy or untruth in any representation, covenant or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Mortgagees by Mortgagor, any co-maker or guarantor of the Note, or any applicant for the loan evidenced by the Note.

(d) At any time, Mortgagor or any guarantor or co-maker of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor or any guarantor or co-maker of the Note, or of all or any substantial part of the property of Mortgagor or any guarantor or co-maker of the Note or any of the Mortgaged Property;

(e) The commencement of any involuntary petition in bankruptcy against Mortgagor or any guarantor or co-maker of the Note, or the institution against Mortgagor, any guarantor or co-maker of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor, or any guarantor or co-maker of the Note, which shall remain undismissed or undischarged for a period of sixty (60) days; or

(f) Any sale, transfer, lease, assignment, conveyance, financing, lien or encumbrance made in violation of Paragraph 27 of this Mortgage.

If an Event of Default occurs, or if all or any portion of the Senior Loan is accelerated, then Mortgagees may, at their option, declare their respective indebtedness hereby secured to be immediately due and payable, upon notification to Mortgagor. If while any insurance proceeds or condemnation awards are being held by Mortgagees to reimburse Mortgagor for the cost of rebuilding or restoration of buildings or improvements on the Mortgaged Property, as set forth in Paragraph 22 hereof, Mortgagees shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, subject to the superior rights therein of parties holding senior liens on the Mortgaged Property, Mortgagees shall be entitled to apply all such insurance proceeds and condemnation awards then held by them in reduction of the indebtedness hereby secured and any excess held by them over the amount of indebtedness then due hereunder shall be returned to Mortgagor or any party entitled thereto without interest.

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## 15. Foreclosure: Expense of Litigation.

In any suit to foreclose or partially foreclose the lien hereof, Mortgagees shall have such rights and remedies as are available to them under the Plan of Reorganization and applicable law. There shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagees for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagees may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagees in any litigation or proceeding affecting this Mortgage, the Note, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor and shall be secured by this Mortgage.

## 16. Application of Proceeds of Foreclosure Sale.

The proceeds of any foreclosure (or partial foreclosure) sale of the Mortgaged Property shall be distributed and applied in accordance with Illinois law and orders entered by a court of competent jurisdiction.

## 17. Appointment of Receiver.

Upon, or at any time after the filing of a complaint to foreclose (or partially foreclose) this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and Mortgagees hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in 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 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 Property during the whole of said period. The court from time to time

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may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) 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 foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

18. Intentionally Omitted.

19. Intentionally Omitted.

20. Intentionally Omitted.

21. Mortgagees' Right of Inspection.

Mortgagees and/or their representatives shall have the right to inspect the Mortgaged Property at all reasonable times and access thereto shall be permitted for that purpose.

22. Disbursement of Insurance or Eminent Domain Proceeds.

(a) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Mortgaged Property, whether by fire or other casualty or by a taking under the power of eminent domain, Mortgagor shall send notice to WHG of its intentions pertaining to such repair, restoration or rebuilding.

(b) Prior to the payment or application of insurance proceeds or a condemnation or eminent domain award to the repair or restoration of the improvements upon the Mortgaged Property as provided in Paragraphs 6 and 7 above, Mortgagees shall send notice to WHG of its intentions pertaining to such repair or reconstruction.

23. Release Upon Payment and Discharge of Mortgagor's Obligations:  
Partial Release.

Mortgagees shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby, including payment of reasonable expenses incurred by Mortgagees in connection with the execution of such release.

24. Notices.

Any notice or demand required or permitted to be given under this Mortgage shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, return receipt requested, addressed as follows:

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To WHG: William H. Grabscheid, Trustee  
200 West Madison Street, Suite 2250  
Chicago, Illinois 60606

With copy to: Freeborn & Peters  
311 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606  
Attn: Joel T. Cooper

To IRS: The Internal Revenue Service  
Specialized Insolvency Section  
P.O. Box 745  
Stop 5014  
Chicago, IL 60690  
Attn: Ms. W. Adams

To IDES: The Illinois Department  
of Employment Security  
Bankruptcy Unit -- Room 311A  
401 South State  
Chicago, IL 60605  
Attn: Daryl Johnson

To Mortgagor: Service Plastics, Inc.  
1850 Touhy Avenue  
Elk Grove Village, IL 60007  
Attention: President

With copy to: Foster & Kallen  
18110 Dixie Highway, Suite 200  
Homewood, IL 60430  
Attention: Chester H. Foster, Jr.

Any party may designate a different address for notice purposes by giving notice thereof in accordance with this Paragraph 24; provided, however, that such notice shall not be deemed given until actually received by the addressee. Any notice or demand given by United States mail shall be deemed given on the second business day after the same is deposited in the United States mail as registered or certified mail, addressed as above provided with postage thereon fully prepaid.

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## 25. Waiver of Defenses.

No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law.

## 26. Waiver of Rights.

Mortgagor hereby covenants and agrees that to the extent permitted by law, Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety.

## 27. Transfer of Mortgaged Property; Further Encumbrance.

In determining whether or not to make the loan secured hereby, Mortgagees examined the credit-worthiness of Mortgagor, found it acceptable and relied and continue to rely upon same as the means of repayment of the Note. Mortgagees also evaluated the background and experience of Mortgagor in owning and operating the Mortgaged Property, found it acceptable and relied and continue to rely upon same as the means of maintaining the value of the Mortgaged Property which is Mortgagees' security for the Note. Mortgagor is well-experienced in borrowing money and owning and operating the Mortgaged Property, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor further recognizes that, except as specifically provided under the Plan of Reorganization, any secondary or junior financing placed upon the Mortgaged Property (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagees to take measures and incur expenses to protect its security; (c) would detract from the value of the Mortgaged Property should Mortgagees come into possession thereof with the intention of selling same; and (d) would impair Mortgagees's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagees would be necessary to clear the title to the Mortgaged Property.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagees's security, both of repayment and of value of the Mortgaged Property; (ii) giving Mortgagees the full benefit of their bargain and contract with Mortgagor; and (iii) keeping the Mortgaged Property and the beneficial interest free of subordinate financing liens, Mortgagor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one, and that, except as specifically provided under the Plan of Reorganization, any sale, conveyance, assignment, further

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encumbrance or other transfer of title to the Mortgaged Property or any interest in the Mortgaged Property (whether voluntary or by operation of law), including without limitation, the entering into of an installment agreement for the sale of the Mortgaged Property, the placement or granting of liens on all or any part of the Mortgaged Property or the placement or granting of chattel mortgages, conditional sales contracts, financing or security agreements which would be or create a lien on the personal property utilized in the operation of the Mortgaged Property, or the placement or granting of a mortgage commonly known as a "wrap around" mortgage or an improvement loan, without Mortgagees' prior written consent shall be an Event of Default hereunder. Any consent by Mortgagees, or any waiver by Mortgagees of an Event of Default under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of Mortgagees upon a subsequent Event of Default under this Paragraph 27. Mortgagor acknowledges that any agreements, liens, charges or encumbrances created in violation of the provisions of this Paragraph 27 shall be void and of no force or effect.

28. Expenses Relating to Note and Mortgage.

Mortgagor will pay all expenses, charges, costs and fees relating to the indebtedness to Mortgagees as provided in the Plan of Reorganization or, in the case of WHG, as evidenced by the Note and secured by this Mortgage or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagees' attorneys' fees in connection with the administration, servicing and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration or recording fees, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise taxes of Mortgagees), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage. Mortgagor recognizes that, during the term of the Mortgage, Mortgagees:

(a) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagees shall be a party by reason of the Loan Documents or in which the Loan Documents or the Mortgaged Property are involved directly or indirectly;

(b) May make preparations following the occurrence of an Event of Default hereunder for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(c) May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagees' taking possession of and managing the Mortgaged Property, which event may or may not actually occur;

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(d) May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

(e) May enter into negotiations with Mortgagor or any guarantor or co-maker of the Note, or any of their respective agents, employees or attorneys, in connection with the existence or curing of any Event of Default hereunder, the sale of the Mortgaged Property, the assumption of liability for any of the indebtedness represented by the Note or the transfer of the Mortgaged Property in lieu of foreclosure; or

(f) May enter into negotiations with Mortgagor and/or any guarantor or co-maker of the Note, or any of their respective agents, employees or attorneys, pertaining to Mortgagees' approval of actions taken or proposed to be taken by Mortgagor and/or any guarantor or co-maker of the Note, which approval is required by the terms of this Mortgage.

All expenses, charges, costs and fees described in this Paragraph 28 shall be so much additional indebtedness secured hereby, shall bear interest at from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

## 29. Business Purpose.

Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for the purposes specified in Paragraph (1)(c) of Section 205/4, Chapter 815 of the Illinois Compiled Statutes, as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

## 30. Intentionally Omitted

## 31. Statement of Indebtedness.

Mortgagor, within seven (7) days after being so requested by Mortgagees shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against the Mortgage debt or, if such offsets or defenses are alleged to exist, the nature thereof.

## 32. Further Instruments.

Upon request of Mortgagees, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such

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further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

### 33. Plan of Reorganization and Senior Loan.

This Mortgage is being delivered in accordance with that certain Debtor's Modified Second Amended Plan of Reorganization dated October 24, 1996 (the "Plan of Reorganization") filed by Mortgagor in the case entitled *In re: Service Plastics, Inc.*, case number 96 B 9358 filed in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, and the terms and provisions hereof are in all respects governed by the terms and provisions of the Plan of Reorganization, including, without limitation, the terms and provisions of the Plan of Reorganization relative to the loan(s) (collectively, the "Senior Loan") made by Fremont Financial Corporation ("Senior Lender") in favor of Mortgagor in accordance with the Plan of Reorganization and evidenced and/or secured by the New Fremont Loan Documents (as defined in the Plan of Reorganization). The liens and security interests granted hereunder and/or under the other Loan Documents shall be subject and subordinate to the liens and security interests of the Senior Lender created under (a) the New Fremont Loan Documents, dated on or about November 12, 1996, and (b) the prior mortgage in favor of Senior Lender, dated on or about March 28, 1988. Mortgagor hereby represents, warrants, covenants and agrees with Mortgagees that (i) Mortgagor will, upon request, deliver to Mortgagees a true, correct and complete copy of all of the New Fremont Loan Documents, and (ii) Mortgagor, concurrent with the receipt of any notice from Senior Lender, or the sending of any notice to Senior Lender, concerning any default under the Senior Loan or any other material provision of any New Fremont Loan Document, shall send a copy of same to Mortgagees.

### 34. Indemnity.

Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagees in the exercise of the rights and powers granted to Mortgagees in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagees harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including attorneys' fees and court costs) of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagees at any time by any third party which relate to or arise from this Mortgage; any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagees may or do become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; the offer for sale or sale of all or any portion of the Mortgaged Property; and/or the ownership, leasing, use, operation or maintenance of the Mortgaged Property. All costs provided for herein and paid for by Mortgagees shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest at the Default Rate.

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## 35. Waiver of Right of Redemption.

Mortgagor hereby releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence of an Event of Default hereunder and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor, the trust estate of Mortgagor, all persons and entities interested beneficially in Mortgagor and each and every person acquiring any interest in, or title to, the Mortgaged Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by law.

## 36. Miscellaneous.

### (a) Successors and Assigns.

This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its successors and permitted assigns, any subsequent owner or owners of the Mortgaged Property who acquire the Mortgaged Property subject to this Mortgage and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagees, its successors and assigns and any holder or holders, from time to time, of the Note.

### (b) Invalidity of Provisions.

In the event one or more of the provisions contained in this Mortgage or the Note or in any security documents given to secure the payment of the Note secured hereby shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall at the option of Mortgagees, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage and the Note it secures are to be construed and governed by the laws of the State of Illinois.

### (c) Municipal and Zoning Requirements.

Mortgagor shall not by act or omission permit any building or other improvement on Mortgaged Property not subject to the lien of this Mortgage to rely on the Mortgaged Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagees any and all rights to give consent for all or any portion of the Mortgaged Property or any interest therein to be so

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used. Similarly, no building or other improvement on the Mortgaged Property shall rely on any Mortgaged Property not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor shall not by act or omission impair the integrity of the Mortgaged Property as a single zoning lot separate and apart from all other Mortgaged Property. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

(d) Rights of Tenants.

Mortgagees' right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale is subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Mortgagees. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the indebtedness secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

(e) Option of Mortgagee to Subordinate.

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

(f) Intentionally Omitted.

(g) Intentionally Omitted.

(h) Relationship of Mortgagees and Mortgagor.

Mortgagees shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and without limiting the foregoing, Mortgagees shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagees' exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise.

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(i) Time of the Essence.

Time is of the essence of the payment by Mortgagor of all amounts due and owing to Mortgagees under the Note and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage.

(j) No Merger.

It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagees acquire any additional or other interest in or to the Mortgaged Property or the ownership thereof, then, unless a contrary intent is manifested by Mortgagees as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien thereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

(k) Value for Purposes of Insurance.

Upon request by Mortgagees, Mortgagor agrees to furnish evidence of replacement value, without cost to Mortgagees, of the type which is regularly and ordinarily made for insurance companies, with respect to the buildings and improvements on the Mortgaged Property.

(l) Intentionally Omitted.

(m) Intentionally Omitted.

37. Subordination of Property Manager's Lien.

Any property management agreement for the Mortgaged Property entered into hereafter by Mortgagor with a property manager, shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have pursuant to Chapter 82, Section 1 of the Illinois Revised Statutes. Such property management agreement or a short form thereof shall, at Mortgagees's request, be recorded with the Recorder of Deeds of the county where the Mortgaged Property are located. In addition, Mortgagor shall cause the property manager to enter into a Subordination of Management Agreement with Mortgagees, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager, to the lien of this Mortgage.

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## 38. Security Agreement and Financing Statement.

Mortgagor and Mortgagees agree: (a) that this Mortgage shall constitute a Security Agreement within the meaning of Section 9-402(6) of the Code with respect to all sums on deposit with Mortgagees pursuant hereto ("Deposits") and with respect to any property included in the definition herein of the word "Mortgaged Property," which property may not be deemed to form a part of the real estate described in EXHIBIT A attached hereto or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, books and records relating to the Mortgaged Property and operation thereof and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (b) that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagees; and (c) that the Deposits and all of Mortgagor's right, title and interest therein are hereby collaterally assigned to Mortgagees; all to secure payment of the indebtedness hereby secured and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

Upon the occurrence of any Event of Default hereunder, Mortgagees, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property and the Collateral in accordance with their rights, powers and remedies with respect to the real property, in which event the default provisions of the Code shall not apply. Mortgagees and Mortgagor agree that if Mortgagees shall elect to proceed with respect to the Collateral separately from the real property, five (5) days notice of the sale of the Collateral shall be reasonable notice. The expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagees shall include, but not be limited to, attorneys' fees and legal expenses incurred by Mortgagees. Mortgagor shall be permitted to sell or otherwise dispose of the Collateral when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Mortgaged Property, but only upon replacing the same or substituting for the same other Collateral at least equal in value and utility to the initial value and utility of that disposed of and in such a manner that said replacement or substituted Collateral shall be subject to the security interest created hereby, it being expressly understood and agreed that all replacements, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and covered hereby.

Mortgagor shall, from time to time, upon written request of Mortgagees and at Mortgagor's sole cost, deliver to Mortgagees: (i) such further financing statements and security documents and assurances as Mortgagees may require, to the end that the liens and security interests created hereby shall be and remain perfected and protected in accordance with the requirements of any present or future law; and (ii) an inventory of the Collateral in reasonable detail. Mortgagor represents and covenants that all Collateral now is, and that all replacements thereof substitutions therefor or additions thereof, unless the Mortgagees otherwise consents, will be free and clear of liens, encumbrances, title retention devices and security interests of others.

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If the Collateral is sold in connection with a sale of the Mortgaged Property, Mortgagor shall notify the Mortgagees prior to such sale and shall require as a condition of such sale that the purchaser specifically agree to assume Mortgagor's obligations as to the security interests herein granted and to execute whatever agreements and filings are deemed necessary by the Mortgagees to maintain Mortgagees' perfected security interest in the Collateral and the Deposits.

## 39. Compliance with Environmental Laws.

In addition to all other provisions of this Mortgage, Mortgagor, at its cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any governmental authority ("Agency") having jurisdiction thereof concerning environmental matters, including, but not limited to, any discharge (whether before or after the date of this Mortgage) into the air, waterways, sewers, soil or ground water or any substance or "pollutant". Mortgagees and their agents and representatives shall have access to the Mortgaged Property and to the books and records of Mortgagor and any occupant of the Mortgaged Property claiming under Mortgagor for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Mortgaged Property or made or produced thereon. Mortgagor and all occupants of the Mortgaged Property claiming under Mortgagor shall provide to the Mortgagees copies of all manifests, schedules, correspondence and other documents of all types and kinds when filed or provided to an Agency or as such are received from any Agency. Mortgagees and its agents and representatives shall have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Mortgaged Property including, but not limited to, samples of products, materials or substances brought onto or made or produced on the Mortgaged Property by the Mortgagor or an occupant claiming under Mortgagor or otherwise present on the Mortgaged Property.

## 40. Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagees any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagees under the Act in the absence of said provision, Mortgagees shall be vested with the rights granted in the Act to the full extent permitted by law.

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(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagees to the extent reimbursable under Section 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Paragraphs 12 or 15 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

41. Choice of Forum. MORTGAGOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, OR, IF MORTGAGEES SHALL INITIATE SUCH ACTION OR PROCEEDING, ANY COURT IN WHICH MORTGAGEES SHALL INITIATE SUCH ACTION OR PROCEEDING, TO THE EXTENT SUCH COURT HAS JURISDICTION. MORTGAGOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY MORTGAGEES IN ANY OF SUCH COURTS AND HEREBY WAIVES ANY CLAIM THAT CHICAGO, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR MORTGAGOR SET FORTH IN THIS PARAGRAPH SHALL NOT BE DEEMED TO PRECLUDE ANY ENFORCEMENT BY MORTGAGEES OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY MORTGAGEES OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION.

42. Mutual Waiver of Right to Trial by Jury. MORTGAGOR AND MORTGAGEES HEREBY MUTUALLY (A) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, CLAIM, COUNTERCLAIM, CROSS-CLAIM, THIRD-PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE NOTE, THIS MORTGAGE, ANY OF THE OTHER LOAN DOCUMENTS, OR THE LOAN EVIDENCED OR SECURED THEREBY, OR ANY RENEWAL, EXTENSION, OR MODIFICATION THEREOF, OR ANY CONDUCT OF EITHER PARTY RELATING THERETO, AND (B) AGREE THAT ANY SUCH ACTION, CLAIM, SUIT OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

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IN WITNESS WHEREOF, Mortgagor has executed this instrument the day and year first above written.

**MORTGAGOR:**

SERVICE PLASTICS, INC.,  
an Illinois corporation

By:

Title:

*Paul L. Smith*  
President

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11/11/11 10:00 AM

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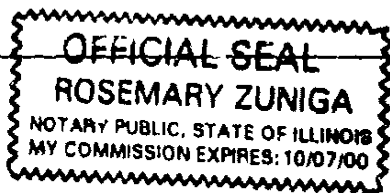
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Rosemary Zuniga, a Notary Public, in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that David Porwancher, the President of Service  
Plastics, Inc., appeared before me this day in person and acknowledged that he signed and  
delivered the said instrument as his own free and voluntary act and as the free and voluntary act  
of said David, for the uses and purposes therein

Given under my hand and Notarial Seal this 14 day of November, 1996

Rosemary Zuniga  
Notary Public

My Commission Expires:



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

LOTS 89, 90, 91 AND 92 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 92; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 92, 38.0 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 38.0 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 92; 38.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 92; THENCE EAST ALONG SAID SOUTH LINE OF LOT 92; 38.0 FEET TO THE SOUTHEAST CORNER THEREOF AND THE PLACE OF BEGINNING), ALL IN CENTEX INDUSTRIAL PARK UNIT 10, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 28, 1963, AS DOCUMENT NUMBER LR 2079626.

#### PARCEL 2:

LOTS 152, 153, 154 AND 155 IN CENTEX INDUSTRIAL PARK UNIT 12, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 29, 1963, AS DOCUMENT NUMBER LR 2088355.

This instrument was prepared by  
and, after recording, return to:

Joel T. Cooper  
Freeborn & Peters  
Suite 3000  
311 South Wacker Drive  
Chicago, Illinois 60606



Permanent Real Estate  
Tax Index Nos.:

08-26-303-018-0000  
08-26-303-017-0000  
08-26-303-016-0000  
08-26-303-015-0000  
08-26-303-007-0000  
08-26-303-006-0000  
08-26-303-005-0000  
08-26-303-004-0000

Street Address:  
1850 Touhy Avenue  
Elk Grove Village, IL 60007

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