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COOK COUNTY RECORDER

(Above space for recording information)

THIS INSTRUMENT PREPARED BY:)

217'

David H. Hight
McBride Baker & Coles
One Mid America Plaza
Suite 1000

MAIL THIS INSTRUMENT TO:)

Oakbrook Terrace, Illinois 60181

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT (the "Mortgage") made as of this 26th day of November, 1996, between Illinois Self Storage Centers IV, an Illinois limited partnership, (the "Mortgagor"), and LASALLE NORTHWEST NATIONAL BANK (the "Mortgagee").

WITNESSETH: That to secure the payment of the Secured Promissory Note (the "Note") of Mortgagor, in the original principal amount of Three Million Dollars (\$3,000,000.00) together with interest thereon as provided in the Note, and the performance and observance by the Mortgagor, and any guarantors of any indebtedness secured hereby, of all of the covenants, agreements, and conditions contained in said Note, this Mortgage, in all other instruments pertaining to the repayment of any indebtedness secured hereby (including any Guaranty thereof) and in any other security agreement relating to sums secured hereby, the Mortgagor hereby mortgages and conveys to the Mortgagee and grants to the Mortgagee a security interest in:

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BOX 333-CTI

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All those certain lots, pieces and parcels of land with the buildings and improvements thereon situated, lying and being in the County of Cook, in the State of Illinois, as set forth in Exhibit A attached hereto and made a part hereof (the "Premises").

TOGETHER with all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation and refrigeration; all machinery and other equipment of every nature and kind used or useful in connection with the maintenance and operation of the Premises and intended for the use of tenants or occupants (all of the foregoing whether now on the Premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness); all proceeds of insurance and all awards and compensation made by any governmental authority for the taking by eminent domain, condemnation or otherwise of all or any part of the Premises or other property described herein; and also all the estate, right, title and interest of the Mortgagor in and to the Premises, and all betterments, improvements, substitutions, replacements and substitutions acquired by Mortgagor or constructed or placed on the Premises. As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the real estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor represents and warrants that it is lawfully seized of the Premises, that the same are unencumbered, except for exceptions permitted hereunder, and that it has good right, full power and lawful authority to convey and mortgage the same, and covenants that it will warrant and forever defend said Premises and the quiet and peaceful possession of the same against any and all claims of all persons whomsoever;

TO HAVE AND HOLD the Premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

ARTICLE I COVENANTS OF THE MORTGAGOR

Mortgagor covenants and agrees:

- 1.1. To pay, when due, all sums secured hereby.

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1.2. Not to abandon the Premises; to keep the Premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the Premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security and to make no material alterations of the Premises.

1.3. To comply with all requirements of law or municipal ordinances governing the Premises and the use thereof; and to permit Mortgagee to inspect the Premises at all reasonable times.

1.4. To keep the Premises free from mechanics or other liens or claims for liens of any kind; to pay when due any indebtedness which may be secured by a lien or charge on the Premises, including, without limitation, any condominium association assessments, dues or charges, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.

1.5. To pay, before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the Premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the Premises or any part thereof.

1.6. To promptly pay all taxes and assessments assessed or levied under or by virtue of any state, federal or municipal law or regulation now existing or hereafter adopted against Mortgagee upon this mortgage, or the debt hereby secured, or upon Mortgagee's interest under this mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in the State of Illinois for commercial business loans of this type and provided further that in the event of the adoption of any law or regulation providing that the payment of such taxes would result in the payment of interest in excess of such highest lawful rate of interest, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of Mortgagee.

1.7. To exhibit to Mortgagee, at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required or shall elect to pay hereunder.

1.8. To keep the Premises continuously insured until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption, if any) against loss or damage under such types of hazard and liability insurance, in such forms and amounts and written by such companies as may be approved or reasonably required from time to time by Mortgagee; all policies whether or not required by the terms of this mortgage, shall contain loss payable clauses in favor of the Mortgagee (or, in case of foreclosure sale, in

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favor of the owner of the certificate of sale); in the event of loss, penalty or judgment, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss or judgment jointly to Mortgagor and Mortgagee, and the insurance proceeds or any part thereof may be applied by Mortgagee, at its option, either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the property damaged and any application thereof to the indebtedness shall not relieve Mortgagor from making any payments herein required until the indebtedness is paid in full, provided that, in the event of any loss for less than \$50,000.00 which is covered by such insurance, Mortgagor shall be entitled to receive insurance proceeds relating to such loss and shall use the insurance proceeds to repair and restore the property damaged, in which event Mortgagee shall not be obliged to see to the proper application thereof, nor shall such proceeds be deemed a payment on the indebtedness secured hereby.

1.9. To deliver to Mortgagee all policies of insurance, with evidence of premiums prepaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the Premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the Premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee. Mortgagee may, from time to time, at its option, waive, and after any such waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

1.10. To make monthly deposits to an interest bearing account with Mortgagee, in addition to any other payments required to be made hereunder of a sum equal to one-twelfth (1/12th) of the yearly taxes and assessments which may be levied against the Premises and, if requested in writing by Mortgagee, one-twelfth (1/12th) of the annual premium on the insurance policies covering the Premises, upon request of the Mortgagee. The amount of such taxes and assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes and assessments and premiums when due. Any insufficiency of such deposits to pay such taxes and assessments and premiums when due shall be paid by Mortgagor to Mortgagee on demand. Upon any default under this mortgage, Mortgagee may apply any such deposits to any obligation secured hereby or due hereunder. The enforceability of the covenants relating to taxes and assessments and premiums herein otherwise provided, shall not be affected except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes and assessments and premiums, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes and assessments and premiums as herein elsewhere provided.

1.11. To pay to Mortgagee any awards of damage resulting from condemnation proceedings or the taking or injury of the Premises for public use, less reasonable costs and associated attorneys' fees and expenses of Mortgagor and the proceeds or any part thereof shall

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be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured.

1.12. To deliver to the Mortgagee an annual rent roll for the Premises, if applicable, annual reports of the income and expenses of the Premises in such reasonable detail as the Mortgagee may require signed by the responsible operating official of the Premises, and annual personal financial statements of the Mortgagor or its beneficiaries and of all Guarantors. Any detail needed to explain said reports shall be furnished on request from the Mortgagee including but not limited to copies of any leases or subleases of the Premises. Mortgagor agrees to pay to Mortgagee a penalty of \$500.00 in the event that financial statements requested by Mortgagee shall not be delivered within thirty (30) days of such request.

1.13. To maintain with Mortgagee at all times during the term hereof the operating bank account for the Premises. Mortgagee is hereby authorized to debit such account at any time to pay amounts due hereunder or under the Note, or any amendment, modification, replacement, extension or renewal thereof.

1.14. Four Hundred Five Thousand Dollars (\$405,000.00) of the Loan shall be used by the Mortgagor to complete improvements to the Premises, substantially in accordance with plans and specifications submitted to and approved in writing in advance by the Mortgagee (the "Improvements"). Such Improvements shall be completed within six months from the date hereof. Until released to Mortgagor as provided herein for the payment of the costs of the improvements, Four Hundred Five Thousand Dollars (\$405,000.00) of the Loan shall be disbursed to and held in a Certificate of Deposit at Mortgagee in the name of Mortgagor.

Such proceeds shall be released to Mortgagor from time to time in not more than two draws upon the Mortgagee being furnished with (i) evidence satisfactory to Mortgagee of the estimated cost of completion of the improvements, (ii) completion of an inspection by an architect retained by Mortgagee at the expense of Mortgagor, which expense shall not exceed Three Hundred Twenty Five Dollars (\$325.00) per inspection, and (iii) such waivers of lien, contractor's sworn statements, owner's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the improvements shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the Certificate of Deposit in the name of Mortgagor at the Mortgagee must be sufficient to pay for the cost of completion of the improvements, free and clear of all liens or claims for lien. Any surplus which may remain out of loan proceeds held by the Mortgagee after payment of all such costs of the improvements shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby and any balance shall be paid to any other party entitled thereto.

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ARTICLE II DEFAULT AND REMEDIES

2.1. In the event of default in performance of any of the covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore 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 any other lien, encumbrance, suit title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. 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 Mortgagee to protect the Premises and 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 rate in effect after maturity as set forth in the note described above. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

2.2. If (a) default be made in payment, within ten (10) days of when due, of any sum secured hereby; or (b) there be a default in or in any of the other covenants or agreements herein contained to be performed by Mortgagor or any Guarantor, which default is not cured within thirty (30) days of written notice thereof by Mortgagee to Mortgagor, unless such default cannot, in the sole discretion of Assignee, reasonably be cured within said thirty (30) day period, in which event the undersigned shall have an additional thirty (30) day period to cure such default, so long as the undersigned is diligently pursuing said cure and the cure period shall not exceed the total of sixty (60) days; or (c) if any of the representations and warranties made herein are at any time false or inaccurate in any material respect and not cured within fifteen (15) days of written notice thereof by Mortgagee to Mortgagor; or (d) if there be a default in the terms or conditions of any other agreement between the Mortgagor or any Guarantor and the Mortgagee relating to the sum hereby secured and such default shall continue after any applicable cure period provided in such agreement; or (e) if any proceedings be instituted or process issued (i) to enforce any other lien, charge, or encumbrance against the Premises, or (ii) against Mortgagor or any guarantor under any bankruptcy or insolvency laws, or (iii) to place the Premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within sixty (60) days after written notice to Mortgagor; or (f) in the event the Mortgagor shall create or permit to exist any mortgage, lien or other encumbrance on the Premises other than the encumbrance represented by this Mortgage and any other encumbrance permitted hereby, subject to the rights of Mortgagor to contest such lien pursuant to Section 4.2 hereof; or (g) in the event the Mortgagor shall convey title to any person or persons other than the Mortgagor, enter into any lease or other agreement containing an option to purchase or

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receive title to the Premises, or shall suffer or permit Mortgagor's equity of redemption, if any, to become vested in any person or persons other than the Mortgagor; or (h) if Mortgagor or any guarantor makes any assignment for the benefit of creditors, or is at any time insolvent; or (i) if, at any time, the ratio of net operating income earned from the Premises to the amount of debt service required on loans secured by the Premises shall be less than 1.20; or (j) if by or with the consent or at the instance of Mortgagor or any guarantor legal proceedings to extend the time of payment of any sums secured hereby or to change the terms of this mortgage be instituted; or (k) if Mortgagor shall dissolve or cease doing business or if both guarantors shall die; or (l) if, without the prior written consent of Mortgagee, any person or persons other than Charles W. Sample or Robert A. Soudan shall obtain control of Mortgagor; then,

- I. All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon,
- II. Mortgagor shall at its expense deliver to Mortgagee an environmental audit report concerning the Premises in such detail and by such persons as shall be satisfactory to Mortgagee in its reasonable discretion,
- III. Mortgagee may immediately foreclose this Mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the Premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Mortgagor hereby grants to Mortgagee the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the Premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

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2.3. In any foreclosure of this Mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(a) All sums secured hereby and remaining unpaid,

(b) All sums advanced or paid by Mortgagee pursuant to this mortgage with interest,

(c) All court costs, attorneys' fees, appraisers' fees, expenditures 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 abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. All expenditures and expenses of this type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

2.4. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in the title to the Premises subsequent to the date of this Mortgage.

2.5. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now, or hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

2.6. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for

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performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation,
- (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof,
- (c) exercise or refrain from exercising or waive any right Mortgagee may have,
- (d) accept additional security of any kind,
- (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and a reconveyance or release of the Premises shall be made by Mortgagee to Mortgagor.

ARTICLE III ENVIRONMENTAL MATTERS

3.1. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Premises complies as of the date hereof, and Mortgagor covenants and agrees that it will use reasonable efforts to insure that the Premises will from the date hereof comply, in all material respects with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. §2601 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001 et seq., the Clean Air Act of 1966, as amended 42 U.S.C. §7401 et seq., the National Environmental Policy Act of 1975, 42 U.S.C. § 4321, the Rivers and Harbors Act of 1899, 33 U.S.C. §401 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq., and the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300 (f) et seq., the Illinois Environmental Protection Act, as amended, 415 ILCS 5/1, et seq. (1993), the Illinois Chemical Safety Act, 430 ILCS 5/1 as amended, et seq. (1993), and the Illinois Responsible

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Property Transfer Act, as amended, 765 ILCS 90/1 et seq. (1993), and all rules, regulations and guidance documents promulgated or published thereunder, and any state, regional, county or local statute, law, rule, regulation or ordinance relating to public health, safety or the environment, including, without limitation, relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling or disposal of polychlorinated biphenyls (PCB's), asbestos or urea formaldehyde, to the treatment, storage, disposal or management of hazardous substances (including, without limitation, petroleum, its derivatives by-products or other hydrocarbons), to exposure to toxic, hazardous, or other controlled, prohibited or regulated substances, to the transportation, storage, disposal, management or release of gaseous or liquid substances, and any regulation, order, injunction, judgment, declaration, notice or demand issued thereunder.

3.2. Mortgagor warrants and represents that, to the best of its knowledge, the Premises, including all personal property, is free from contamination, that there has not been thereon a release, discharge or emission, or threat of release, discharge or emission, of any hazardous substances, gas or liquid (including without limitation, petroleum, its derivatives or by-products, or other hydrocarbons), or any other substance, gas or liquid, which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, health or the environment, and that the Premises does not contain, or is not affected by: (i) asbestos, (ii) urea formaldehyde foam insulation, (iii) polychlorinated biphenyls (PCB's), (iv) underground storage tanks, (v) landfills, land disposals or dumps.

3.3. Mortgagor represents and warrants that it has not given, nor should it give, nor has it received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (i) Mortgagor has violated, or is about to violate, any federal, state, regional, county or local environmental, health or safety statute, law, rule, regulation, ordinance, judgment or order; (ii) there has been a release, or there is threat of release, of hazardous substances (including, without limitation, petroleum, its by-products or derivatives or other hydrocarbons) from the Premises; (iii) Mortgagor may be or is liable, in whole or in part, for the costs or cleaning up, remediating or responding to a release of hazardous substances on or from the Premises (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons); (iv) any of the Mortgagor's property or assets are subject to a lien in favor of any Governmental Body for any liability, costs or damages, under federal, state or local environmental law, rule or regulation arising from or costs incurred by such governmental entity in response to a release of a hazardous substances (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons). In the event that Mortgagor receives any notice of the type described in this Section 4, Mortgagor shall promptly provide a copy to Mortgagee, and in no event, later than fifteen (15) days from Mortgagor's receipt or submission thereof.

3.4. Mortgagor represents and warrants that to the best of its knowledge, it has never in the past engaged in, and agrees that in the future it shall not conduct, any business, operations or activity on the Premises, or employ or use the personal property or facilities, to

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manufacture, use, generate, treat, store, transport or dispose of any hazardous substance (including without limitation, petroleum, its derivatives or by-products, or other hydrocarbons), or any other substance which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, health or the environment, including, without limitation, any business, operation or activity which would bring Mortgagor, its property or facilities, within the ambit of the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq., the Illinois Environmental Protection Act, as amended, 415 ILCS 5/1 et seq. (1993), the Clean Air Act of 1965, as amended, 42 U.S.C. §7401 et seq., or any similar, state, county regional or local statute, law, regulation, rule or ordinance, including, without limitation, any state statute providing for financial responsibility for cleanup for the release or threatened release of substances provided for thereunder. The provisions of this Paragraph 23 shall apply to all real and personal property, without limitation, owned or controlled by Mortgagor or its subsidiaries.

ARTICLE IV MISCELLANEOUS

4.1. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word Mortgagor shall include all persons claiming under or through Mortgagor (including, if this Mortgage is executed by a trust or trustee, any beneficiary thereof) and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, any guaranty or this mortgage. Wherever used, the singular number shall include the plural and the singular, and the use of any gender shall be applicable to all genders.

4.2 Mortgagor shall have the right to contest in good faith the validity or the amount of any tax or assessment or lien arising from any work performed at or materials furnished to the premises which right, however, is conditioned upon (i) such contest having the effect of preventing the collection of the tax, assessment or lien so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same, (ii) Mortgagor giving Mortgagee written notice of its intention to contest the same in a timely manner, which, with respect to any contested tax or assessment, shall mean before any such tax, assessment or lien has been increased by any penalties or costs, and with respect to any contested mechanic's lien claim, shall mean within thirty (30) days after Mortgagor receives actual notice of the filing thereof, (iii) Mortgagor making and thereafter maintaining with Mortgagee or such other depository as Mortgagee may designate, a deposit of cash (or United States government securities, in discount form, or other security as may, in Mortgagee's sole discretion, be acceptable to Mortgagee, and in either case having a present value equal to the amount herein specified) in an amount no less than One Hundred Fifty Percent (150%) of the amount which, in Mortgagee's reasonable opinion, determined from time to time, shall be

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sufficient to pay in full such contested tax, assessment or lien and penalties, costs and interest that may become due thereon in the event of a final determination thereof adverse to Mortgagor or in the event Mortgagor fails to prosecute such contest as herein required, or in lieu thereof, Mortgagor providing to Mortgagee title insurance over such matters in form and substance reasonably acceptable to Mortgagee, and (iv) Mortgagor diligently prosecuting such contest by appropriate legal proceedings. In the event Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds, or other security as aforesaid, on deposit as hereinabove provided, Mortgagee may, in its option, liquidate the securities deposited with Mortgagee, and apply the proceeds thereof and other monies deposited with Mortgagee in payment of, or on account of, such taxes, assessments, or liens or any portion thereof then unpaid, including the payment of all penalties and interest thereon.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage as of the day and year first written above.

ILLINOIS SELF STORAGE CENTERS IV,
an Illinois limited partnership

By: Charles W. Sample
Charles W. Sample, General Partner

By: Robert A. Soudan
Robert A. Soudan, General Partner

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, Sari Beth Wildman a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Charles W. Sample and Robert A. Soudan, the general partners of Illinois Self Storage Centers IV, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 26th day of September, 1996.

Sari Beth Wildman
Notary Public

"OFFICIAL SEAL"
SARI BETH WILDMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/10/2000

My commission expires

July 10, 2000

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Exhibit A

LOT 2 IN ISSC IV SUBDIVISION, BEING A SUBDIVISION OF THAT PART LYING EAST OF THE CENTER LINE OF MILWAUKEE AVENUE OF THE SOUTH 283.28 FEET OF LOT 12 (EXCEPT THE EAST 528.0 FEET THEREOF) IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 04-32-401-176-0000

PROPERTY COMMONLY KNOWN AS: 747 NORTH MILWAUKEE AVENUE
GLENVIEW, ILLINOIS 60025

96913957

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Property of Cook County Clerk's Office

11/11/2011