



354 North Milwaukee Avenue
 Libertyville, Illinois 60048
 (708)362-3500
 "LENDER"

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 96914398

DEPT-01 RECORDING 455.50
 T30801 TRAN 7084 12/03/96 15:18:00
 #9935 # RC *-96-914398
 COOK COUNTY RECORDER
 DEPT-10 PENALTY 452.00

**COMMERCIAL MORTGAGE
 OF
 LEASEHOLD ESTATE**

GRANTOR/BORROWER Lidmar Corp. dba Sparkle Car Wash of Palatine	BORROWER Lidmar Corp. dba Sparkle Car Wash of Palatine
ADDRESS 1106 Dundee Road Palatine, Illinois 60067	ADDRESS 1106 Dundee Road Palatine, Illinois 60067

1. **GRANT.** For good and valuable consideration, Grantor hereby mortgages and warrants to lender identified above all of its right, title and interest in and to the Leasehold Estate created by a Ground Lease ("Ground Lease") dated June 28, 1977, by and between Durran Corporation ("Landlord") and National Pride Equipment, Inc., as tenant, as assigned by Standard Operations, Inc., successor by merger to National Pride Equipment, Inc., to National Pride of Chicago, Inc., by assignment dated February 27, 1987, a memorandum of which was recorded on June 1, 1988 as Document Number 88232896, as assigned from National Pride of Chicago, Inc., to National Pride Co., by Assignment of Lease dated April 27, 1990 and recorded on May 1, 1990 as Document Number 90198519; as assigned from National Pride Co., to M&R Car Wash Associates Limited Partnership, by Assignment and Assumption of Lease dated April 10, 1991 and recorded April 15, 1991 as Document Number 91170644; as assigned from M & R Car Wash Associates Limited Partnership to CT Car Wash Corp. by Assignment of Lease dated August 1, 1995 and recorded February 13, 1996 as document number 96117630; as assigned by CT CAR WASH CORP., and Illinois Corporation to SPARKLE CAR WASHES OF AMERICA LIMITED, AN ILLINOIS CORPORATION, by Assignment dated March 20, 1996 and recorded April 1, 1996 as document number 96243449, demising Parcel 1 of the land for a term beginning June 28, 1977 and ending 25 years following the rent commencement date of July 15, 1978; as assigned from SPARKLE CAR WASHES OF AMERICA LIMITED, an Illinois Corporation, to PALATINE SPARKLE CAR WASH LIMITED, an Illinois Corporation, by Assignment of Lease dated November 27, 1996 and recorded 12/02/96 as Document Number 96914394; as assigned from PALATINE SPARKLE CAR WASH LIMITED, an Illinois Corporation, to Grantor by Assignment of Lease dated November 27, 1996 and recorded 12/02/96 as Document Number 96914396; (Cumulatively "Property") described in Schedule A which is attached to this Mortgage and incorporated herein.

2. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
9.75%	\$100,000.00	11-27-96	11-27-03		

_____ all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);

(b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. **PURPOSE.** This Mortgage and the Obligations described herein are executed and incurred for commercial purposes.

4. **FUTURE ADVANCES.** This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such

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advances are obligatory or to be made at the option of Lender to the same extent as if such advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed 200% of the principal amount stated in paragraph 2. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed 200% of the principal amount stated in paragraph 2.

5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES. If checked, _____ this Mortgage secures an indebtedness for construction purposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statutes, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

9. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting

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17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suit or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities, (including attorneys' fees and legal expenses, to the extent permitted by applicable law) causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, and pay the attorneys' fees, legal expenses (to the extent permitted by applicable law) and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to INDEMNIFY Lender shall survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments, and insurance on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay said taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the inverse order of the due dates thereof.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interests in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

- (a) fails to pay any Obligation to Lender when due;
- (b) fails to perform any Obligation or breaches any warranty, or covenant to Lender contained in this Mortgage or any other present or future, written, or oral, agreement;
- (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
- (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal;
- (f) causes Lender to deem itself insecure in good faith for any reason; or
- (g) is declared in default under the terms of the Ground Lease.

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

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- (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
- (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (f) to foreclose this Mortgage;
- (g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

25. WAIVER OF REDEMPTION. Grantor, to the extent Grantor may lawfully do so, hereby waives any and all rights to redeem the Property sold under an order of sale pursuant to foreclosure proceedings, and hereby waives the period of redemption, and any and all rights which would have accrued during such redemption period, but for this waiver.

26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.

27. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner; first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorney's fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

28. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

29. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

30. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

31. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

32. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due for enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorney's fees and costs.

33. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

34. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if

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Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of its Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

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35. **SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

36. **NOTICES.** Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.

37. **SEVERABILITY.** If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

38. **APPLICABLE LAW.** This mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

39. **MISCELLANEOUS.** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by Jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.


40. **ADDITIONAL TERMS.**

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.


Dated: November 27, 1996

Grantor/Borrower
Lidmar Corporation dba Sparkle Car Wash of Palatine

Grantor:
Lidmar Corp dba Sparkle Car Wash of Palatine



Vilnis J. Borzins, President



Anita Strautmanis, Secretary

Grantor:

Grantor:

Grantor:

Grantor:

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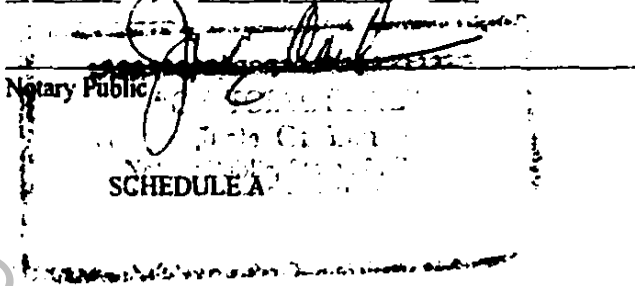
CLERK'S OFFICE OF COOK COUNTY

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STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, JOSIE CARLSON, a Notary Public in and for said County in the State aforesaid, do hereby certify that VILNIS J. BERZINS, PRESIDENT and AUTA STRAUTMAIS, SECRETARY of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of November, 19 96


Notary Public
SCHEDULE A

The legal description of the Property is:

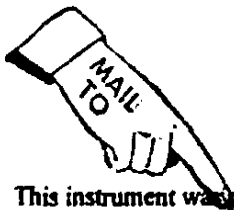
PARCEL 1:

THE EAST 150 FEET OF THE SOUTH 280.10 FEET OF THE WEST 30 ACRES OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM THE ABOVE DESCRIBED PARCEL THE SOUTH 70 THEREOF), IN COOK COUNTY, ILLINOIS, EXCEPT THE IMPROVEMENTS LOCATED ON THE LAND.

PARCEL 2:

THE IMPROVEMENTS LOCATED ON PARCEL 1 ON THE LAND.

Permanent Index No. 02-01-300-018



This instrument was prepared by and mail to:

HARRIS BANK LIBERTYVILLE/SHARI LINDSEY
354 N. MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048

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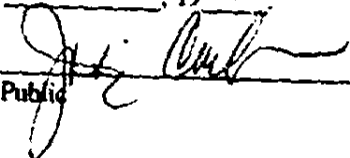
Property of Cook County Clerk's Office

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I, the undersigned, a Notary Public in and for the County of Lake, in the State of Illinois, do hereby certify that Vilnis J. Berzins personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this date in person, and acknowledged that he signed, sealed and delivered the said instruments as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27 day of November, 19 96


Notary Public

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RIDER ATTACHED TO AND FORMING A PART OF THAT CERTAIN COMMERCIAL LEASEHOLD MORTGAGE DATED November 27, 1996 ("LEASEHOLD MORTGAGE") BY AND BETWEEN GRANTOR AND LENDER, AS IDENTIFIED THEREIN FOR THE MORTGAGING OF THE MORTGAGED PREMISES AS SET FORTH IN SCHEDULE A THERETO ("PROPERTY")

1. Definitions.

All of the words and terms as defined in the Ground Lease, the Commercial Mortgage of Leasehold Estate, and the Note shall have the same meaning herein. The term "Property" as defined and used in the Commercial Mortgage of Leasehold Estate shall mean the same and identical meaning as the following terms: "Leasehold Estate," "Premises," "Leased Premises," "Demised Premises," or "Mortgaged Premises" as used in the Ground Lease and this Rider,

2. Conflict.

In the event of a conflict between the provisions of the Leasehold Mortgage to which this Rider is attached and the provisions of this Rider, the provisions of this Rider shall prevail.

3. Grantor's Representations and Warranties.

The Grantor hereby represents, covenants, and warrants to and with the Lender the following:

(a) That the Grantor warrants title to the Mortgaged Premises as conveyed herein;

(b) that as against the Lender, the Mortgaged Premises now are free and clear of all encumbrances whatsoever, except as hereinbefore stated, and that the Grantor has good right and lawful authority to mortgage and convey the same in the manner and form hereby mortgaged and conveyed;

(c) that (i) the Ground Lease is a valid and subsisting lease of the property therein described and purported to be demised thereby for the term therein set forth and is in full force and effect in accordance with the terms thereof and has not been modified and there are no existing defaults by the Landlord or by the Mortgagor, as Tenant thereunder, and (ii) the Mortgagor is the owner and holder of said Ground Lease and of the leasehold estate created thereby;

(d) that the Grantor is a corporation in good standing, organized and existing under the laws of the State of Illinois.

(e) that the execution and delivery of this mortgage has been duly authorized by the Board of Directors of the Grantor, and the Certificate of Incorporation of the Grantor does not require any vote or consent of the Shareholders to authorize the making of this Mortgage.

4. Subordination of Leasehold Mortgage to Landlord's Fee Interest.

It is hereby agreed and understood by the parties hereto that: (a) the Lender's right, title and interest in and to the leasehold estate created by the Ground Lease and conveyed by this Leasehold Mortgage is subject to, subordinate to, and controlled by the terms, conditions, and covenants of the Ground Lease dated June 28, 1977, by and between Dunran Corporation ("Landlord") and National Pride Equipment, Inc., as tenant, as assigned by Standard Operations, Inc., successor by merger to National Pride Equipment, Inc., to National Pride of Chicago, Inc., by assignment dated February 27, 1987, a memorandum of which was recorded on June 1, 1988 as Document Number 88232596, as assigned from National Pride of Chicago, Inc. to National Pride Co., by Assignment of Lease dated April 27, 1990 and recorded on May 1, 1990 as Document Number 90198519; as assigned from National Pride Co., to M&R Car Wash Associates Limited Partnership, by Assignment and Assumption of Lease dated April 10, 1991 and recorded April 15, 1991 as Document Number 91170644; as assigned from M & R Car Wash Associates Limited Partnership to CT Car Wash Corp. I by Assignment of Lease dated August 1, 1995 and recorded February 13, 1996 as document number 96117630; as assigned by CT CAR WASH CORP., and Illinois Corporation to SPARKLE CAR WASHES OF AMERICA LIMITED, AN ILLINOIS CORPORATION, by Assignment dated March 20, 1996 and recorded April 1, 1996 as document number 96243449, demising Parcel I of the land for a term beginning June 28, 1977 and ending 25 years following the rent commencement date of July 15, 1978; as assigned from SPARKLE CAR WASHES OF

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AMERICA LIMITED, an Illinois Corporation, to PALATINE SPARKLE CAR WASH LIMITED, an Illinois Corporation, by Assignment of Lease dated November 27, 1996 and recorded _____ as Document Number 96914394; as assigned from PALATINE SPARKLE CAR WASH LIMITED, an Illinois Corporation, to Grantor by Assignment of Lease dated November 27, 1996 and recorded _____ as Document Number 96914396; (b) the Leasehold Estate interest of Lender creating the right to possession of the leased premises pursuant to the terms, conditions, and covenants of the Lease, shall in no way restrict or subordinate Landlord's right to maintain, extend, renew, or increase the existing or any subsequent mortgage on the underlying fee interest; and (c) neither Lender nor Grantor-Tenant shall have the right to, in any way, encumber or foreclose upon Landlord's fee simple title and/or reversionary interest in and to Landlord's underlying fee interest.

5. Priority of Leasehold Mortgage Lien to Mortgaged Premises.

This Leasehold Mortgage is and will be maintained as a valid first mortgage lien on the Mortgaged Premises and that the Grantor will not, directly or indirectly create or suffer or permit to be created, or to stand, against the Mortgaged Premises or any portion thereof, or against the rents, issues and profits therefrom any lien or charge prior to or upon a parity with the lien of this Mortgage in accordance with the provisions of the Ground Lease. The Grantor will keep and maintain the Mortgaged Premises free from all liens of persons supplying labor and materials entering into the construction, modification or repair of the building now directed on said premises. If any such liens shall be filed against the Mortgaged Premises the Grantor agrees to discharge the same of record within thirty (30) days after notice of the filing thereof.

6. Covenant to Maintain Lease.

The Grantor will not release, surrender or terminate the Ground Lease without the prior written consent of the Mortgagee, nor without similar consent will the Grantor modify the Ground Lease so as to reduce the term thereof, or to increase the rentals payable thereunder or to alter those provisions relating to grace periods, notices to be given to the Mortgagee, construction, use, reconstruction, or demolition of the building on the Mortgaged Premises, payment of charges as required in the Ground Lease, renewal privileges or in any other manner which would impair the security of this Mortgage.

7. Prohibition of Sale or Assignment of Lease.

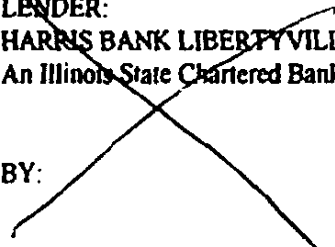
That except in the manner hereinafter permitted, the Grantor will not (a) sell, assign, transfer, mortgage, pledge or otherwise dispose of or encumber, whether by operation of law or otherwise, the Ground Lease or any sublease of space in the Mortgaged Premises, or any rents, issues or profits issuing from the Mortgaged Premises without the prior written consent of the Mortgagee, and written agreement on the part of the assignee, assuming the obligations of the Grantor under the Ground Lease.

Dated this 27 day of November 1996

GRANTOR:
Lidmar Corp., d/b/a Sparkle Car Wash of
Palatine

BY: 
Vilnis J. Bergans, President

LENDER:
HARRIS BANK LIBERTYVILLE
An Illinois State Chartered Bank

BY: 
Mark M. Moore, Vice President

OK to Record
without HMM's
signature
sam
11-27-96

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