

STANDARDIZATION OF  
FORMS LEGISLATION

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The Recorder shall charge an additional fee, in an amount equal to the fee otherwise provided by law, for recording a document (other than a document filed under the Plat Act) that does not conform to the following standards:

- 1.) The document shall consist of one or more individual sheets measuring 8.5 inches by 11 inches, not permanently bound and not a continuous form.
- 2.) The document shall be printed in black ink, typewritten or computer generated, in at least 10-point type. (This sentence is prepared in computer-generated WordPerfect version 6.0 in Times New Roman 11-point type.)
- 3.) The document shall be on white paper of not less than 20 pound weight and shall have a clean margin of at least one-half inch on the top, the bottom and each side.
- 4.) The first page of the document shall contain a blank space, measuring at least 3 inches by 5 inches, in the upper right hand corner (FOR RECORDER'S USE ONLY).
- 5.) The document shall not have any attachment stapled or otherwise affixed to any page.

A document that does not conform to these standards shall not be recorded except upon payment of the additional fee required under this paragraph. This paragraph applies only to documents dated after January 1, 1995.

Compliments

96002213

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made December 22 1995, between  
Prime Cable of Chicago, Inc.

3970 N. Milwaukee Ave. Chicago IL 60641-2799  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and Toronto Dominion (Texas), Inc., as Administrative Agent for the Managing Agents, the Co Agent and the Banks whose\*  
(NO. AND STREET) (CITY) (STATE)

DEPT-01 RECORDING \$27.00  
T#0012 TRAN 8488 01/02/96 14:49:00  
#9542 # JM \*-96-002213  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$24.00

Above Space For Recorder's Use Only

27.00  
24.00

herein referred to as "Mortgagee," witnesseth: under certain notes (aggregate) of even date herewith, in the principal sum of ONE HUNDRED FIFTY-FIVE MILLION AND NO/100 DOLLARS

(\$155,000,000), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 30th day of June, 2004, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at c/o Toronto Dominion (Texas), Inc., 909 Fannin, Suite 1700, Houston, Texas 77010

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit: Leasehold

All that certain real property described on Exhibit B attached hereto and by this reference incorporated herein.

\*names and addresses appear on Exhibit A attached hereto and by this reference incorporated herein

\*\*and to secure the payment of all other "Obligations," as that term is defined in a certain Loan Agreement of even date between Mortgagor and Mortgagee (the "Loan Agreement")

\*\*\*Mortgagor's leasehold estate in

which, with the property hereinafter described, is referred to herein as the "premises"

Permanent Real Estate Index Number(s): 13-22-102-029, 13-22-102-021, 13-22-102-032

Address(es) of Real Estate: 4501 W. Irving Park Blvd., Chicago, IL

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens and window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Imperial Cranes Services, Inc.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.  
PRIME CABLE OF CHICAGO, INC (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  
Gretchen Ellis (Seal)

State of Illinois, County of \_\_\_\_\_ ss., I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that GRETCHEN ELLIS



Christine E. Kramer, Notary Public, State of Texas, Commission Expires 08-30-96. Personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the homestead.

Given under my hand and official seal, this 22nd day of DECEMBER, 1995.  
Commission expires \_\_\_\_\_ 19\_\_\_\_

This instrument was prepared by Kevin Conboy, Esq., 600 Peachtree St. NE, Ste. 2400, Atlanta, GA 30308  
(NAME AND ADDRESS)

Mail this instrument to Kevin Conboy, Esq., 600 Peachtree St. N.E., Suite 2400 Atlanta GA 30308  
(NAME AND ADDRESS) (CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

BOX 333-CTI

96002213

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors 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, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in the Loan Agreement.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against fire, theft, and other risks, and shall pay the cost of such insurance.
7. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged 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 highest rate now or hereafter provided by law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or 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.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the event of default, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, or (c) when an Event of Default shall occur.
10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof 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 Mortgagee for attorneys' fees, appraiser's 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, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be 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 premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon, at the highest rate now or hereafter provided by law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all indebtedness secured by this mortgage, including all such items as are mentioned in the preceding paragraph hereof; and third, the balance, if any, shall be paid to the Mortgagors, their heirs, legal representatives or assigns, as their rights may appear to the Obligations as provided in the Loan Agreement; and third.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises 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 Mortgagors, 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 premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) 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; (2) the deficiency in case of a sale and deficiency.
13. 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 upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises in the manner and at such times as provided in the Loan Agreement.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may require for the purpose of securing the debt hereunder. See attached Page 3.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, 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 the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under them through Mortgagors, and the word "Mortgagors" 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. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.
19. See attached Page 3

\*uncured for a period of thirty (30) days.

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15. Whenever possible each provision of this mortgage shall be interpreted in such manner as to be effective and valid under Illinois law, but if any provision of this mortgage shall be prohibited or invalid under Illinois law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of this mortgage.

19. THIS MORTGAGE SHALL BE GOVERNED BY AND CONTROLLED AS TO VALIDITY, ENFORCEMENT, INTERPRETATION, CONSTRUCTION, EFFECT AND IN ALL OTHER RESPECTS BY THE LAWS OF THE STATE OF ILLINOIS. THIS MORTGAGE IS DELIVERED TO THE MORTGAGEE AT CHICAGO, ILLINOIS AND SHALL BE DEEMED TO BE MADE AND DELIVERED THEREAT.

Property of Cook County Clerk's Office

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## EXHIBIT A

### ADMINISTRATIVE AGENT:

Toronto Dominion (Texas), Inc.  
909 Fannin, Suite 1700  
Houston, TX 77010

### MANAGING AGENTS:

Toronto Dominion (Texas), Inc.  
909 Fannin, Suite 1700  
Houston, TX 77010

NationsBank of Texas, N.A.  
901 Main Street  
64th Floor  
Dallas, Texas 75202

CIBC Inc.  
425 Lexington Avenue  
New York, New York 10017

The Chase Manhattan Bank, N.A.  
One Chase Manhattan Plaza  
4th Floor  
New York, NY 10005

Banque Paribas  
Media-Entertainment Finance Group  
2029 Century Park East  
Suite 3900  
Los Angeles, CA 90067

### CO-AGENT:

The Bank of New York  
One Wall Street  
16th Floor  
New York, NY 100286

### BANKS:

Toronto Dominion (Texas), Inc.  
909 Fannin, Suite 1700  
Houston, TX 77010

NationsBank of Texas, N.A.  
901 Main Street  
64th Floor  
Dallas, Texas 75202

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CIBC Inc.  
425 Lexington Avenue  
New York, New York 10017

The Chase Manhattan Bank, N.A.  
One Chase Manhattan Plaza  
4th Floor  
New York, NY 10005

Banque Paribas  
Media-Entertainment Finance Group  
2029 Century Park East  
Suite 3900  
Los Angeles, CA 90067

The Bank of New York  
One Wall Street  
16th Floor  
New York, NY 10286

Credit Lyonnais, Cayman Island Branch  
1301 Avenue of the Americas  
New York, NY 10019



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EXHIBIT A

TO THE

LEASE AGREEMENT

LEGAL DESCRIPTION

PIN: 13-22-102-029  
13-22-102-021  
13-220102-032

LOTS 1 TO 15 INCLUSIVE, ALSO VACATED ALLEY SOUTH OF AND ADJOINING LOTS 1 TO 7 AND NORTH AND ADJOINING LOT 8, ALSO VACATED ALLEY NEXT WEST AND ADJOINING LOTS 8 TO 15 INCLUSIVE, ALL IN BLOCK 2 IN GRAYLAND, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property address: 4501 W. Irving Park Blvd.

95002213