

Mortgage (Commercial)

OLD KENT BANK

@SG DJ 7592538

THIS MORTGAGE is made on the 27th day of MARCH 1996, between HOFFMAN ESTATES DEVELOPMENT VENTURE, LIMITED PARTNERSHIP Inc., an Illinois corporation

53.00 50.00

as Mortgagor, and OLD KENT BANK, an Illinois banking corporation of 105 South York Street, Elmhurst, Illinois, as mortgagee ("Bank"). FOR VALUE RECEIVED Mortgagor mortgages and warrants to Bank lands located in the HOFFMAN ESTATES County of COOK, State of Illinois, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

DEPT-01 RECORDING \$53.00 T#0012 TRAN 9859 03/28/96 12:58:00 \$9640 ER *-96-237783 COOK COUNTY RECORDER DEPT-10 PENALTY \$50.00

96237783

together with all buildings, structures and other improvements now and hereafter located thereon and all easements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all machinery, engines, boilers, elevators, and plumbing, heating, air-conditioning, and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "premises".

THIS MORTGAGE IS MADE AND GIVEN TO SECURE PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY MORTGAGOR TO BANK, including all obligations of Mortgagor under this Mortgage and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements that have been executed by another person or persons, including any and all extensions, renewals and modifications thereof. The indebtedness and obligations secured by this Mortgage are collectively referred to in this Mortgage as the "Indebtedness." If Mortgagor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether one or more persons other than Mortgagor are also liable for such indebtedness and obligations. The indebtedness and obligations now owing by Mortgagor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below:

Table with 7 columns: Instrument/Document or Agreement, Date, Principal Amount, Interest Rate, Payment Schedule, Scheduled Maturity, Maker (if other etc.). Row 1: PROMISSORY NOTE, MARCH 27th 1996, \$5,900,000.00, 8.00% FIXED, \$49,350.00(P&I) DUE MONTHLY COMMENCING APRIL 1, 2001, HOFFMAN ESTATES DEVELOPMENT VENTURE, INC., an Illinois limited partnership.

ALSO, SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

This Mortgage secures all present and future indebtedness and obligations owing to Bank by Mortgagor, regardless of whether any such indebtedness or obligation is (a) not listed above, (b) not presently intended or contemplated by Bank or Mortgagor, (c) indirect, contingent or secondary, (d) unrelated to the premises or to any financing of the premises by Bank, (e) of a kind or class that is different from any indebtedness or obligation now owing to Bank by Mortgagor, or (f) evidenced by a note or other document that does not refer to this Mortgage.

Mortgagor further warrants, represents, and agrees as follows:

- 1. Payment of Indebtedness. Mortgagor agrees to pay or perform all of the Indebtedness, including all interest thereon, in accordance with the terms of the instruments, documents, or agreements evidencing the same ("Instruments").
2. Warranties. Mortgagor warrants and represents to Bank that all financial statements and other information concerning Mortgagor, the premises, and any guarantor of the Indebtedness, heretofore or hereafter furnished to Bank, are and shall be true and correct in all material respects; that the execution, delivery, and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor nor require the approval of any public authority or any third party; and that this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms.
3. Assignment of Interest as Lessee or Purchaser. Mortgagor hereby assigns and mortgages to Bank, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to any and all leases, land contracts, or other agreements by which Mortgagor

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

is leasing or purchasing any part or all of the premises, including all modifications, renewals, or extensions thereof and all of Mortgagor's rights in and to any purchase option contained in any such lease or other agreement. Mortgagor agrees to pay or cause to be paid each and every installment of rent or of principal or interest required to be paid by the lessee or buyer under any such lease, land contract, or other agreement, as and when the same shall become due and payable, whether by acceleration or otherwise. Mortgagor further agrees to pay and perform, or cause to be paid and performed, all other obligations of the lessee or buyer under any such lease, land contract or other agreement. If Mortgagor shall default in the payment of any such installment of rent or of principal or interest or in the payment or performance of any other obligation under any such lease, land contract, or other agreement, then Bank shall have the right, but shall have no obligation, to pay such installment or installments, to pay or perform such other obligation on behalf of Mortgagor, and to exercise any rights of Mortgagor under any such lease, land contract or other agreement, including any purchase option. All sums expended by Bank in connection therewith shall become part of the Indebtedness, payable by Mortgagor to Bank upon demand, together with interest at the lesser of (a) five percent (5%) above the rate of interest announced from time to time by Bank as its "Index Rate" of interest, or (b) the highest rate to which Mortgagor could lawfully agree in writing ("Default Rate"). On receipt by Bank from the lessor or seller under any such lease, land contract, or other agreement of any written notice of default by the lessee or buyer thereunder, Bank may rely thereon and take any action to cure the default even though the existence or nature of the default is questioned or denied by Mortgagor.

4. **Assignment of Leases and Contracts.** Mortgagor, to the extent permitted by law, hereby assigns and mortgages to Bank, and grants to Bank a security interest in, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to all existing and future oral or written leases of all or any part of the premises or of any interest therein and any and all existing and future land contracts or other agreements by which the premises or any interest therein is being or shall be sold, together with all rents and profits arising from, and all other proceeds of, any such leases, land contracts, or other agreements. Without the written consent of Bank, Mortgagor will not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of any such lease, land contract, or other agreement or of any interest of Mortgagor therein, and will not collect or accept any payment of rent or of principal or interest or any other amount thereunder more than one month prior to the time when the same shall become due and payable under the terms thereof. Mortgagor will pay and perform all obligations and covenants required of it by the terms of any such lease, land contract, or other agreement. If Mortgagor shall default in the payment or performance of any such obligation or covenant, then Bank shall have the right, but shall have no obligation, to pay or perform the same on behalf of Mortgagor, and all sums expended by Bank in connection therewith shall become part of the Indebtedness, payable by Mortgagor to Bank upon demand, together with interest at the Default Rate. Nothing contained in this paragraph or in Paragraph 10 hereof shall be construed to constitute consent by Bank to the sale, lease or transfer of the premises or any interest therein.

5. **Taxes.** Mortgagor will pay, or cause to be paid, before they become delinquent, all taxes, assessments, and other similar charges levied upon or with respect to the premises and will deliver to Bank satisfactory evidence of the payment thereof. Upon request by Bank, Mortgagor will pay to Bank, each month, in addition to any payments required on the Indebtedness, a sum equal to one-twelfth of the amount estimated by Bank from time to time to be sufficient to enable Bank to pay, at least thirty days before due, all taxes, assessments and other similar charges levied upon or with respect to the premises; and upon demand by Bank, Mortgagor will pay to Bank such additional sums as shall be required to make up any deficiency in the amount necessary to enable Bank to pay fully any of such taxes, assessments or other similar charges when due. Such sums may be commingled with the general funds of Bank, and no interest shall be payable to Mortgagor with respect thereto. Upon occurrence of an event of default, as hereinafter defined, Bank may apply any funds of Mortgagor then held under this paragraph against the Indebtedness, in such manner as Bank shall determine.

6. **Insurance.** Mortgagor will cause all buildings, improvements, and other insurable parts of the premises to be insured against loss or damage by fire, by hazards included within extended coverage and by such other hazards as Bank from time to time may require, in such amounts and with such insurers as shall be acceptable to Bank, and Mortgagor shall cause all premiums on the insurance to be paid when due. Each policy evidencing such insurance shall provide that loss shall be payable to Bank as its interest shall appear at the time of the loss, shall contain a standard mortgage clause, shall be in form and substance acceptable to Bank, and shall be delivered to Bank. Each policy shall provide that at least ten days' prior written notice of any cancellation of, or any material change in, the insurance shall be given to Bank by the insurer. Each renewal of each such policy shall be delivered to Bank at least ten days prior to the expiration date of the policy. Upon foreclosure of this Mortgage or other transfer of the premises in satisfaction of the Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force, including the right to any premium refund thereon, shall vest in the purchaser or grantee. In event of any loss of or damage to the premises, Mortgagor will give immediate notice thereof to Bank, and Bank shall have the right to make proof of the loss or damage, if Mortgagor does not promptly do so. Bank is authorized to settle, adjust, or compromise any claims for loss or damage under any such insurance policy. Mortgagor shall forthwith endorse and deliver to Bank all proceeds of any such policy.

7. **Maintenance and Repair.** Mortgagor will maintain the premises in good condition and repair; will not commit or suffer any waste thereof; will not remove, demolish, or substantially alter any building or fixture on the premises without the prior written consent of Bank; will cause to be complied with all laws, ordinances, regulations, or requirements of any governmental authority applicable to the premises or to activities on the premises; will promptly repair, restore, replace, or rebuild any part of the premises that is damaged or destroyed by any casualty; and will promptly pay when due all charges for utilities and other services to the premises.

8. **Bank's Right to Perform; Receiver.** If Mortgagor shall default in the payment of the aforesaid taxes, assessments, or other similar charges or in procuring and maintaining the aforesaid insurance or in the performance of any other obligation of Mortgagor hereunder (other than any obligation of Mortgagor under paragraph 11 hereof), including its obligation to keep the premises in good condition and repair, then Bank shall have the right, but shall have no obligation, to pay such taxes, assessments, or other similar charges, or procure and maintain such insurance, or cause such other obligation to be performed, and all sums expended by Bank in connection therewith shall become part of the Indebtedness, payable by Mortgagor to Bank upon demand, together with interest at the Default Rate. Bank and any persons authorized by Bank shall have the right to enter upon the premises at all reasonable times for the purpose of inspecting the premises or effecting maintenance or repairs or taking any other action pursuant to the preceding sentence. The failure of Mortgagor to pay any of such taxes, assessments or similar charges when due or to procure and maintain any such insurance shall constitute waste and shall entitle Bank to the appointment by a court of competent jurisdiction of the Bank as mortgagee in possession or a receiver of the premises for the purpose of preventing the waste, which Mortgagee in possession or receiver, subject to the order of the court, may collect the rents and income from the premises and exercise such control over the premises as the court shall order.

9. **Condemnation.** If all or any part of the premises are taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment in relief thereof shall be paid directly to Bank.

10. **Vendee.** In the event of the sale or transfer, by operation of law or otherwise, of all or any part of the premises, Bank may deal with the vendee or transferee with respect to this Mortgage and the Indebtedness as fully and to the same extent as it might with Mortgagor, without in any way releasing, discharging, or affecting the liability of Mortgagor hereunder and upon the Indebtedness, and without waiving Bank's right to accelerate payment of the Indebtedness, under paragraph 12 below, by reason of the sale or transfer, or by reason of any subsequent sale or transfer.

11. **Environmental Warranties and Agreements.** Mortgagor warrants and represents to, and agrees with, Bank as follows:
(a) The premises, and all operations and activities thereon, are and shall continue to be in compliance with all environmental laws; and the premises are not and shall not become (i) contaminated by, or the site of the disposal or release of, any hazardous substance, (ii) the source of any contamination, by any hazardous substance, of any adjacent property or of any groundwater or surface water, or (iii) the source of any air emissions in excess of any legal limit now or hereafter in effect; and, except as expressly disclosed by Mortgagor to Bank in writing, no asbestos or polychlorinated biphenyls are present or contained in or on the premises.

(b) Mortgagor shall take all actions necessary to investigate, clean up, and eliminate the source of, any past, present or future contamination of the premises by any hazardous substance and to prevent any additional contamination of the premises. The taking of action by Mortgagor under this subparagraph (b) shall not limit any other right or remedy available to Bank by reason of any such contamination (including Bank's right to accelerate payment of the Indebtedness).

(c) For purposes of this Mortgage, (i) "environmental law" means any past, present or future federal, state, local or foreign law, ordinance, rule, regulation or order that regulates or is intended to protect public health or the environment or that establishes liability for the investigation, removal or clean-up of, or damage caused by, any environmental contamination, including, without limitation, any law, ordinance, rule, regulation or order that regulates or prescribes requirements for air quality, water quality or the disposition, transportation or management of waste materials or toxic substances; (ii) "hazardous substance" means any product or waste that is now or hereafter regulated by or subject to any environmental law and any other hazardous substance, pollutant, contaminant or waste, including, without limitation, asbestos and polychlorinated biphenyls; and (iii) property shall be considered to be "contaminated" by a hazardous substance if a hazardous substance is present on or in the property in any amount or level, in violation of environmental laws.

12. **Events of Default and Acceleration.** Upon the occurrence of any of the following events of default, all or any part of the Indebtedness shall, at the option of Bank, become immediately due and payable without notice or demand, during which time mortgagor shall have:

(a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable, whether at maturity or otherwise.

(b) If default occurs in the performance of any obligation to Bank under this Mortgage, under any instrument or under any other mortgage, security agreement, loan agreement, assignment, guaranty, or other agreement that now or hereafter secures or relates to any indebtedness or obligation now or hereafter owing by Mortgagor to Bank or that secures or relates to any guaranty of any such other indebtedness or obligation ("Security Documents"). The terms of which Security Documents are incorporated herein by reference.

(c) If any warranty, representation or statement heretofore or hereafter made to Bank by Mortgagor or by any guarantor of all or part of the Indebtedness ("Guarantor") in this Mortgage or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished.

(d) If Mortgagor shall default in payment of the principal of or interest on any indebtedness for borrowed money now or hereafter owed to any person other than Bank.

(e) If Mortgagor or any of Mortgagor's partners (if Mortgagor is a partnership) or any Guarantor shall die, dissolve, become insolvent or make an assignment for the benefit of creditors.

* see Addendum A attached hereto and made a part hereof.

96237783

96237783

an opportunity to cure such event of default

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

(f) If Mortgagor, without the written consent of Bank shall sell, convey or transfer the premises or any interest therein or any rents or profits therefrom or if any mortgage, lien, or other encumbrance or any writ of attachment, garnishment, execution, or other legal process shall be issued against or placed upon the premises or any interest therein or any rents or profits therefrom, except in favor of Bank, or if any part of the premises or any interest therein shall be transferred by operation of law, or if the mortgagor is a land trustee, the beneficial interest, or any portion thereof, in the land trust, is assigned for any purpose or if any lien or encumbrance, or any writ of attachment, garnishment, execution or other legal process shall be issued or placed against said beneficial interest or any portion thereof.

(g) If all or any material part of the premises shall be damaged or destroyed by fire or other casualty, regardless of insurance coverage therefor, or shall be taken by condemnation or power of eminent domain.

(h) If any law or government regulation shall hereafter impose any tax or assessment upon mortgages on debts secured by mortgages.

(i) If any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or limited, for any reason, without the written consent or agreement of Bank.

(j) If at any time Bank in good faith believes that the prospect of payment or performance of any part or all of the Indebtedness is impaired.

(k) If any lease, land contract, or other agreement by which Mortgagor is leasing or purchasing any interest in the premises shall be declared by the lessor or seller thereunder to be forfeited or terminated or if any suit or other action shall be commenced to foreclose any such land contract or to recover possession of all or any part of the premises by reason of any default or alleged default under any such lease, land contract, or agreement, and such action is not dismissed or discharged within forty-five (45) days

If a voluntary or involuntary case in bankruptcy or receivership shall be commenced by or against Mortgagor or any of Mortgagor's partners (if Mortgagor is a partnership) or any Guarantor, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or any part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Security Document, Instrument or other agreement heretofore or hereafter entered into between Bank and Mortgagor.

13. Remedies. Bank shall have all rights and remedies provided for in this Mortgage or otherwise permitted by law. In addition, if the Indebtedness shall not be paid upon maturity, Bank shall have the right, and is hereby authorized:

(a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which the premises or any interest therein are then being sold or leased, and to exercise any other right or remedy of Mortgagor under any such lease, land contract, or other agreement, provided, that Bank shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Bank may become entitled hereunder, nor shall Bank be liable for any of Mortgagor's obligations under any such lease, land contract, or other agreement.

(b) To obtain or update abstracts of title, title searches, title insurance, commitments for title insurance and surveys with respect to the premises, and Mortgagor shall reimburse Bank for all costs thereof, together with interest at the Default Rate.

(c) To conduct or obtain an environmental investigation or audit of the premises, and Mortgagor shall reimburse Bank for all costs thereof, together with interest at the Default Rate.

(d) To foreclose this Mortgage by action pursuant to applicable law.

(e) To sell, release, and convey the premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorney fees as provided by law, to Mortgagor, all in accordance with Illinois Mortgage Foreclosure Law, Chapter 110, Illinois Revised Statutes, Section 15-1101, et. sec., as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor. In the event of public sale, the premises, at the option of Bank, may be sold in one parcel.

(f) To exercise any and all rights and options of Mortgagor under any lease, land contract, or other agreement by which Mortgagor is then leasing or purchasing any part or all of the premises, including any option to purchase the premises or to renew or extend the term of any such lease, land contract, or other agreement, but Bank shall have no obligation to exercise any such right or option.

All rights and remedies of Bank under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "maturity" means such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the Instruments or pursuant to paragraph 12 hereof or otherwise.

14. Security Interest in Fixtures. Mortgagor grants to Bank a security interest in all fixtures now or hereafter located on the premises. If the Indebtedness is not paid at maturity, Bank, at its option, may enforce this security interest in fixtures under the Illinois Uniform Commercial Code or other applicable law or may include the fixtures in any foreclosure of this Mortgage under paragraph 13 hereof. Any requirement of reasonable notice with respect to any sale or other disposition of fixtures shall be met if Bank sends the notice at least five (5) days prior to the date of sale or other disposition.

15. Indemnification. Mortgagor shall indemnify and hold the Bank harmless with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments and expenses (including attorney fees) that shall be asserted against or incurred by Bank by reason of (a) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any respect, (b) any failure of Mortgagor to perform any of Mortgagor's obligations under this Mortgage, or (c) any past, present or future condition or use of the premises (whether known or unknown), other than an excluded condition or use, including, but not limited to, liabilities arising under any "environmental law," as defined in paragraph 11 of this Mortgage. An "excluded condition or use" is one that (i) does not exist or occur, to any extent, at any time before Mortgagor has permanently given up possession and control of the premises by reason of a foreclosure of this Mortgage or a conveyance of the premises to Bank in lieu of foreclosure and (ii) was not caused or permitted to exist, in whole or part, by any act or omission of Mortgagor. Indemnification by Mortgagor under this paragraph shall not limit any other right or remedy (including Bank's right to accelerate payment of the Indebtedness) that is available to Bank by reason of the circumstance in respect of which indemnity is made. Mortgagor's obligations under this paragraph shall survive foreclosure of this Mortgage and any conveyance of the premises in lieu of foreclosure.

16. Waivers.

(a) Mortgagor and any other person hereafter obtaining any mortgage or lien upon, or any other interest in, the premises waives, with respect to any foreclosure of this Mortgage, (i) any right to marshaling of the premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium law, now existing or hereafter enacted.

(b) Bank may at any time release all or any part of the premises from the lien of this Mortgage or release the personal liability of any person for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Bank to the placing of a mortgage, lien or other encumbrance on the premises.

(c) Mortgagor (i) waives notice of any advances or other extensions of credit included in the Indebtedness, (ii) waives any right to require Bank to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security therefor before exercising its rights and remedies under this Mortgage, and (iii) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Bank to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person for the Indebtedness.

(d) Bank is authorized from time to time and without notice to or consent of Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Bank may see fit, with regard to any of the Indebtedness as to which Mortgagor is not the obligor or with regard to any security for the Indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.

(e) Mortgagor hereby irrevocably releases, waives any and all applicable homestead right or exemption.

17. Expenses. Mortgagor shall pay to Bank on demand any and all expenses, including attorneys' fees, paralegal fees, and legal expenses, filing fees, title insurance, real estate taxes, photocopies, recording fees, publication costs, witness fees and the like, paid or incurred by Bank in collecting or attempting to collect the Indebtedness or in protecting and enforcing the rights of and obligations to Bank under any provision of this Mortgage, including, without limitation, taking any action in any bankruptcy, insolvency, or reorganization proceedings concerning Mortgagor or foreclosing this Mortgage by advertisement or by action. All such expenses shall be part of the Indebtedness and shall bear interest, from the date paid or incurred by Bank, at the Default Rate.

18. Application of Proceeds. In the event of the payment to Bank, pursuant to the provisions hereof, of any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the premises at foreclosure, Bank shall have the right to apply such rents or profits or proceeds, in such amounts and proportions as Bank shall in its sole discretion determine, to the full or partial satisfaction of any or all of the Indebtedness and obligations of Mortgagor secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor. Mortgagor shall be obligated to the Bank for any deficiency, if the rents, profits, proceeds of insurance, condemnation or sale, are insufficient to satisfy the Indebtedness in full.

19. Other. All notices to Mortgagor and to Bank shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Bank appearing on the front page hereof, or if and when delivered personally. The provisions of this Mortgage shall be binding upon and inure to the benefit of Mortgagor and Bank and their respective successors, assigns, heirs and personal representatives. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective only to the extent and for the duration of such prohibition or unenforceability without invalidating the remaining provisions hereof. If Mortgagor is more than one person, their obligations under this Mortgage are joint and several, and the term "Mortgagor" refers to each of them and all of them.

* see Addendum A attached hereto and made a part hereof.

Handwritten initials and marks: "w", "materially", "AM", "91", "AM".

96237783

Handwritten initials: "W", "S", "D".

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, Mortgagee and Bank have executed this Mortgage as of the date first written above.

UNOFFICIAL COPY

Witnesses:

Individual Mortgages:

Non-individual Mortgagee: **HOFFMAN ESTATES DEVELOPMENT VENTURE INC., LIMITED PARTNERSHIP**

By **HOFFMAN-ESTATES-DEVELOPMENT-VENTURE, INC.**

Its **GENERAL PARTNER**

And by **ANTHONY IVANKOVICH**
its **PRESIDENT**

[Handwritten signature]

STATE OF ILLINOIS
COUNTY OF _____

The foregoing Mortgage was acknowledged before me this _____ day of _____, 19____

by _____

Notary Public, _____ County, Illinois.

My commission expires: _____

96237783

STATE OF ILLINOIS
COUNTY OF _____

The foregoing Mortgage was acknowledged before me this 27 day of March, 1986,
by ANTHONY P. IVANKOVICH THE PRESIDENT AND EDWARD MATERS THE SECRETARY of
HOFFMAN ESTATES DEVELOPMENT VENTURE INC. a COOK COUNTY ILLINOIS CORP. on its behalf.
(type of entity)

This instrument prepared by: **PAULA MOGGE**
OLD KENT BANK
105 South York Street, Elmhurst, Illinois 60126

[Handwritten signature]
Notary Public, Cook County, Illinois.

My commission expires:

OFFICIAL SEAL
Sharon L. Collier
Notary Public, State of Illinois
My Commission Expires 2/2/93

MORTGAGE

LOAN NO. _____

Return to:

OLD KENT BANK

Elmhurst, Illinois 60126

ATTN: PAULA MOGGE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 50 DEGREES 00 MINUTES 28 SECONDS WEST, ALONG THE EASTERLY LINE OF LANDS CONVEYED BY DOCUMENT NUMBER 15722947, A DISTANCE OF 77.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 30 MINUTES 04 SECONDS EAST, ALONG A LINE PARALLEL WITH, AND 50 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, THE NORTH LINE OF SAID NORTHEAST 1/4, PART OF SAID PARALLEL LINE LYING WITHIN SAID NORTHEAST 1/4 BEING THE SOUTHERLY RIGHT OF WAY LINE OF SHOE FACTORY ROAD AS FOUND IN DOCUMENT NUMBER 16052039, A DISTANCE OF 199.99 FEET TO THE WESTERLY LINE OF THE ESTATES OF DEER CROSSING, UNIT ONE, RECORDED FEBRUARY 24, 1993 AS DOCUMENT NUMBER 93-143139; THENCE SOUTH 00 DEGREES 29 MINUTES 56 SECONDS WEST, ALONG SAID WESTERLY LINE A DISTANCE OF 501.00 FEET; THENCE SOUTH 62 DEGREES 50 MINUTES 18 SECONDS WEST, A DISTANCE OF 163.71 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 04 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 125.50 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 04 SECONDS WEST, A DISTANCE OF 202.46 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 56 SECONDS EAST, A DISTANCE OF 218.75 FEET TO SAID EASTERLY LINE DESCRIBED IN DOCUMENT NUMBER 15722947; THENCE NORTH 50 DEGREES 00 MINUTES 28 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 312.25 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

P.I.N. 06-09-200-016
06-09-200-018

COMMON ADDRESS: 1800 MCDONOUGH ROAD
HOFFMAN ESTATES, ILLINOIS

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

ANY PREPAYMENT OF PRINCIPAL ON THE LOAN AFTER DISBURSEMENT WILL BE SUBJECT TO A PREPAYMENT PREMIUM AS STATED BELOW:

5% OF THE OUTSTANDING PRINCIPAL BALANCE IF PAID WITHIN THE FIRST YEAR OF THE LOAN.

4% OF THE OUTSTANDING PRINCIPAL BALANCE IF PAID WITHIN THE SECOND YEAR OF THE LOAN.

3% OF THE OUTSTANDING PRINCIPAL BALANCE IF PAID WITHIN THE THIRD YEAR OF THE LOAN.

2% OF THE OUTSTANDING PRINCIPAL BALANCE IF PAID WITHIN THE FOURTH YEAR OF THE LOAN.

1% OF THE OUTSTANDING PRINCIPAL BALANCE IF PAID WITHIN THE FIFTH YEAR OF THE LOAN.

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ADDENDUM A TO MORTGAGE

* Wherever "Guarantor" is referenced by an "*" in this Mortgage, Bank agrees that an action, event or omission of a Guarantor set out in the accompanying term or provision shall trigger an Event of Default or Default only if such action, event or omission affects Guarantors holding, in the aggregate, twenty percent (20%) or more of the total amount guaranteed by the Guarantors. This provision shall only limit such terms or provisions with respect to actions, events or omissions of Guarantors of the Indebtedness.

Property of Cook County Clerk's Office

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ADDENDUM B TO MORTGAGE (COMMERCIAL)

THIS ADDENDUM A TO MORTGAGE (COMMERCIAL) ("Addendum") is made as of the 27th day of March, 1996, by HOFFMAN ESTATES DEVELOPMENT VENTURE, LIMITED PARTNERSHIP, an Illinois limited partnership, having an office at 1800 McDonough Road, Hoffman Estates, Illinois (herein, together with its successors and assigns, called "Leasehold Mortgagor"), to OLD KENT BANK, an Illinois state bank, having an office at 105 South York Street, Elmhurst, Illinois ("Leasehold Mortgagee"). All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the certain Mortgage (Commercial), dated March 27, 1996, between Hoffman Estates Development Venture, Inc., an Illinois corporation ("HEDV, INC."), and Leasehold Mortgagee.

RECITALS

Concurrently with the execution hereof, Leasehold Mortgagee is extending a loan in the principal amount of not more than \$5,900,000.00 to and for the benefit of Leasehold Mortgagor and HEDV, INC. ("Loan"), which Loan is evidenced by a certain Promissory Note (Installments) of even date herewith in the principal amount of not more than \$5,900,000.00 ("Note"), issued pursuant to a certain Business Loan Agreement of even date herewith, between Leasehold Mortgagor, HEDV, INC. and Leasehold Mortgagee ("Loan Agreement"), and secured by the Mortgage among other loan documents (the Note, Loan Agreement, Mortgage and other loan documents shall collectively be referred to as the "Loan Documents") (all sums due to Leasehold Mortgagee pursuant to any of the terms and provisions of any of the Loan Documents shall be referred to as "Indebtedness").

Leasehold Mortgagor and HEDV, INC. have previously entered into a certain Ground Lease, dated March 1, 1993, whereby HEDV, INC. leased a certain parcel of land to Leasehold Mortgagor as legally described on Schedule A attached hereto and made a part hereof ("Lease").

As a condition precedent to and as additional consideration for making the Loan to Leasehold Mortgagee and HEDV, INC., Leasehold Mortgagee requires that Leasehold Mortgagor enter into this Addendum.

ACCORDINGLY, in consideration of Ten Dollars (\$10.00), in hand paid, the receipt and legal sufficiency of which are hereby acknowledged, Mortgagor does hereby MORTGAGE, GIVE, GRANT, BARGAIN, SELL, WARRANT, ALIENATE, REMISE, RELEASE, CONVEY, ASSIGN, TRANSFER, HYPOTHECATE, DEPOSIT, PLEDGE, SET OVER and CONFIRM unto Leasehold Mortgagee, for its benefit, the following described real and other property and all substitutions for and all replacements, reversions

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

and remainders of such property, whether now owned or held or hereafter acquired by Leasehold Mortgagor (collectively the "Mortgaged Property");

Leasehold Mortgagor's leasehold estate in all those plots, pieces or parcels of land more particularly described in Schedule A attached hereto and made a party hereof, the air space and development rights pertaining to said land and the right to use such air space and development rights, all rights of way, privileges, liberties, tenements, hereditaments and appurtenances belonging to, or in any way appertaining to, said land, all easements now or hereafter benefitting said land, and rights appertaining to the use and enjoyment of said land, including, but without limiting the generality of the foregoing, all alley, vault, drainage, mineral, water, oil, coal, gas, timber and other similar rights (collectively the "Land");

TOGETHER with all of the right, title, interest and privileges of Leasehold Mortgagor in, to, under and otherwise by virtue of the Lease and the leasehold estate created thereby (the "Leasehold Estate");

TOGETHER with all of Leasehold Mortgagor's interest, as lessee, in and to the buildings and other improvements now or hereafter erected on the Land (the buildings and other improvements being herein after collectively referred to as the "Buildings", and the Land together with the Buildings and the Fixtures (as hereinafter defined), being hereinafter collectively referred to as the "Real Estate");

TOGETHER with all of Leasehold Mortgagor's interest, as lessee, in and to all and singular the reversion or reversions, remainder or remainders, rents, issues, profits and revenues of the Real Estate and all of the estate, right, title, property, possession, claim and demand whatsoever, both in law and at equity, of Leasehold Mortgagor of, in and to the Real Estate and of, in and to every part and parcel thereof, with the appurtenances, at any time belonging or in any way appertaining thereto;

TOGETHER with all of Leasehold Mortgagor's interest, as lessee, in and to all of the fixtures, systems, machinery, apparatus, equipment and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions or replacements thereof now owned or hereafter acquired by Leasehold Mortgagor and now or hereafter attached or affixed to, or constituting a part of, the Real Estate or any portion thereof (collectively the "Fixtures"), including, but without limiting the generality of the foregoing, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air conditioning and air-cooling fixtures, systems, machinery, apparatus and equipment, refrigerating, incinerating and power fixtures, systems, machinery, apparatus and equipment, loading and unloading fixtures, systems, machinery, apparatus and equipment, escalators, elevators, boilers, communication systems, switchboards, sprinkler systems and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, wiring, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, it being understood and agreed that all of the Fixtures are appropriated to the use of the Real Estate and, for the purposes of this Addendum, shall be

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

deemed conclusively to be Real Estate and mortgaged hereby;

TOGETHER with Leasehold Mortgagor's right, title and interest, in, to and under all leases, subleases, underlettings, concession agreements, licenses and other occupancy agreements and all of Leasehold Mortgagor's rights and benefits under all documents which now or hereafter may affect the Real Estate or any portion thereof, whether recorded or unrecorded, and under any and all guarantees, modifications, renewals and extensions thereof (collectively the "Subleases"), and in and to any and all deposits made or hereafter made as security under the Subleases, subject to the prior legal rights under the Subleases of the sublessees making such deposits, together with any and all of the benefits, revenues, income, rents, issues and profits due or to become due or to which Leasehold Mortgagor is now or hereafter may become entitled arising out of the Subleases or the Real Estate or any portion thereof (collectively the "Rents");

TOGETHER with all of Leasehold Mortgagor's interest, as lessee, in, to and under all reciprocal easement agreements, and similar agreements however labelled or denominated, and supplements to such agreements and all guarantees, modifications, extensions and renewals thereof affecting the Real Estate (collectively, "Operating Agreements");

TOGETHER with (a) all unearned premiums accrued, accruing or to accrue under any insurance policies now or hereafter obtained by Leasehold Mortgagor affecting the Real Estate and Leasehold Mortgagor's interest in and to all proceeds which now or hereafter may be paid in connection with the conversion of the Mortgaged Property or any portion thereof into cash or liquidated claims, together with the interest payable thereon and the right to collect and receive the same, including, but without limiting the generality of the foregoing, proceeds of casualty insurance, title insurance and any other insurance now or hereafter maintained by Leasehold Mortgagor with respect to the Real Estate or in connection with the use or operation thereof (collectively the "Insurance Proceeds") and (b) all awards, payments and/or other compensation made to Leasehold Mortgagor, together with the interest payable thereon and the right to collect and receive the same, which now or hereafter may be made with respect to the Mortgaged Property as a result of (i) a taking by eminent domain, condemnation or otherwise, (ii) the change of grade of any street, road or avenue or the widening of any streets, roads or avenues adjoining or abutting the Land, or (iii) any other injury to, or decrease in the value of, the Mortgaged Property or any portion thereof (collectively the "Awards"), in any of the foregoing circumstances described in clauses (a) or (b) above to the extent of the entire amount of the Indebtedness outstanding as of the date of Leasehold Mortgagee's receipt of any such Insurance Proceeds or Awards, notwithstanding that the entire amount of the Indebtedness may not then be due and payable, and also to the extent of reasonable attorneys' fees, costs and disbursements incurred by Leasehold Mortgagee in connection with the collection of any such Insurance Proceeds or Awards. Leasehold Mortgagor hereby assigns to Leasehold Mortgagee, for its benefit and the ratable benefit of Leasehold Mortgagee, and Leasehold Mortgagee is hereby authorized to collect and receive, for its benefit and the ratable benefit of Leasehold Mortgagee, all

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Insurance Proceeds and Awards and to give proper receipts and acquittances therefor and to apply the same toward the Indebtedness as herein set forth notwithstanding that the entire amount of the Indebtedness may not then be due and payable. Leasehold Mortgagor hereby agrees to make, execute and deliver, from time to time, upon demand, such further documents, instruments or assurances as may be requested by Leasehold Mortgagee to confirm the assignment of the Insurance Proceeds and the Awards to Leasehold Mortgagee, free and clear of any interest of Leasehold Mortgagor whatsoever therein and free and clear of any other liens, claims or encumbrances of any kind or nature whatsoever;

TOGETHER with all right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Estate, and in each such case, the foregoing shall be deemed a part of the Real Estate and shall become subject to the lien of this Addendum as fully and completely, and with the same priority and effect, as though now owned by Leasehold Mortgagor and specifically described herein, without any further mortgage, conveyance, assignment or other act by Leasehold Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged or intended so to be unto Leasehold Mortgagee and its successors and assigns, for its benefit and the ratable benefit of Leasehold Mortgagee, for the uses and purposes herein set forth, until the Indebtedness is fully paid and the obligations pursuant to the Loan Documents are fully performed in accordance with the provisions set forth herein and in the other Loan Documents.

1. Leasehold Mortgagor hereby covenants, warrants and represents as follows:
 - (i) the Lease is in full force and effect, unmodified by any writing or otherwise;
 - (ii) all rent, additional rent and/or other charges reserved in or payable under the Lease have been paid to the extent that they are payable to the date hereof;
 - (iii) Leasehold Mortgagor is in possession of the Leasehold Estate and Mortgagor's right to continue such possession is not being disputed;
 - (iv) Leasehold Mortgagor has not delivered or received any notices of default under the Lease and is not in default under any of the terms of the Lease and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute a default under the Lease, and the lessor under the Lease is not in default under any of the terms applicable to the Lessor;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- (v) Leasehold Mortgagor has delivered to Leasehold Mortgagee a true, accurate and complete copy of the Lease;
 - (vi) Leasehold Mortgagor promptly shall perform and observe all of the terms, covenants and conditions required to be performed and observed by the lessee under the Lease, the breach of which could permit the lessor to terminate the Lease (including, but without limiting the generality of the foregoing, any payment obligations), and shall do all things necessary to preserve and to keep unimpaired its rights under the Lease;
 - (vii) Leasehold Mortgagor shall not cancel or terminate the Lease or modify or amend any provisions thereof or surrender the Lease or possession of the Real Estate or agree to any such cancellation, termination, amendment, modification or surrender or waive, excuse or discharge any of the obligations of the lessor under the Lease which would affect any of Mortgagee's rights under this Addendum, the Loan Agreement or any of the Loan Documents without Mortgagee's prior written consent in each instance, which consent shall not be unreasonably withheld or delayed;
 - (viii) Leasehold Mortgagor shall deliver to Leasehold Mortgagee copies of all notices of default by any party under the Lease, all notices from the lessor under the Lease of its intention to terminate the Lease or to re-enter and take possession of the Real Estate, immediately upon delivery or receipt of such notice, as the case may be, and copies of all such information as Leasehold Mortgagee shall request;
 - (ix) Leasehold Mortgagor shall not consent to the subordination of the Lease (or the Leasehold Estate) to any mortgage of the fee interest in the Mortgaged Property;
 - (x) any default under the Lease or any failure by Leasehold Mortgagor to perform its obligations under the Lease not cured within ten (10) days shall constitute a Default.
- (b) In the event of default by Leasehold Mortgagor in the performance of any of its obligations under the Lease, Leasehold Mortgagee may, at its option, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Leasehold Mortgagor thereunder in the name of and on behalf of Leasehold Mortgagor. Leasehold Mortgagor shall, on demand, reimburse Leasehold Mortgagee or any

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Lender for all advances made and expenses reasonably incurred by Leasehold Mortgagee or any Lender in curing any such default (including, without limiting the generality of the foregoing, reasonable attorneys' fees and disbursements).

- (c) Leasehold Mortgagor shall give Leasehold Mortgagee notice of its intention to exercise each and every option, if any, to extend the term of the Lease, at least thirty (30) days prior to the expiration of the time to exercise such option under the terms thereof. Leasehold Mortgagor hereby appoints Leasehold Mortgagee its attorney-in-fact to execute and deliver all such instruments and documents in the name, and on behalf of, Leasehold Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as any Indebtedness remains unpaid or any Obligations remain to be performed.
- (d) This Addendum shall not constitute an assignment of the Lease within the meaning of any provision thereof prohibiting its assignment and neither Leasehold Mortgagee nor any Lender shall have any liability or obligation thereunder by reason of its acceptance of this Addendum. Leasehold Mortgagee shall be liable for the obligations of the lessee arising under the Lease for only that period of time which Leasehold Mortgagee is in actual possession of the Mortgaged Property or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right, title and interest therein.
- (e) It is hereby agreed that the fee title and Leasehold Estate shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the lessor under the Lease, Leasehold Mortgagor or a third party, whether by purchase or otherwise.
- (f) If the Lease is cancelled or terminated and if Leasehold Mortgagee or its nominee shall acquire an interest in any new lease of any portion of the Real Estate, Leasehold Mortgagor shall have no right, title or interest in, to or under such new lease or the leasehold estate created thereby.

2. Leasehold Mortgagee agrees that all terms, provisions, obligations, covenants, representations and warranties of each of the Loan Documents shall be binding upon and applicable to Leasehold Mortgagee and agrees to be bound by all such provisions and obligations, including but not limited to, all provisions and obligations establishing an event of default under the Loan Documents and all provisions and obligations setting out remedies for Leasehold Mortgagee pursuant to the Loan Documents.

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Leasehold Mortgagor has caused this Addendum to be duly executed and acknowledged under seal the day and year first above written

LEASEHOLD MORTGAGOR:

HOFFMAN ESTATES DEVELOPMENT
VENTURE, LIMITED PARTNERSHIP,
an Illinois limited partnership

By: HOFFMAN ESTATES DEVELOPMENT
VENTURE, INC., an Illinois corporation,
its general partner

By: Anthony D. Ivankovich
Anthony D. Ivankovich

Its: President

ATTEST:

By: [Signature]
Its: [Signature]

h:\05852\036\lsemort. add

Property of Cook County Clerk's Office

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, ~~Sharon L. Collins~~, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ANTHONY D. IVANKOVICH, M.D., the President and EDWARD WALTERS, SECRETAR, the Secretary of Hoffman Estates Development Venture, Inc., an Illinois corporation ("Corporation"), a general partner of HOFFMAN ESTATES DEVELOPMENT VENTURE, LIMITED PARTNERSHIP, an Illinois limited partnership ("Partnership"), who are 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 of their own free and voluntary act and as the free and voluntary act of the Corporation acting as the sole general partner of the Partnership and of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 27 day of March, 1996.

Sharon L. Collins
NOTARY PUBLIC

(SEAL)

My Commission expires: _____

"OFFICIAL SEAL"
Sharon L. Collins
Notary Public, State of Illinois
My Commission Expires 3/27/97

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

**ACKNOWLEDGEMENT
TO
ADDENDUM B
TO
MORTGAGE (COMMERCIAL)**

Hoffman Estates Development Venture, Inc., an Illinois corporation as Landlord under the Lease (as described above), hereby fully acknowledges that it has reviewed the foregoing Addendum B to Mortgage (Commercial) ("Addendum") and agrees and consents that Hoffman Estates Development Venture, Limited Partnership, an Illinois limited partnership, may enter into the Addendum as Leasehold Mortgagor.

HOFFMAN ESTATES DEVELOPMENT VENTURE,
an Illinois corporation

By: _____

Anthony D. Ivankovich, M.D., President

Property of Cook County Clerk's Office

96237783

UNOFFICIAL COPY

Property of Cook County Clerk's Office

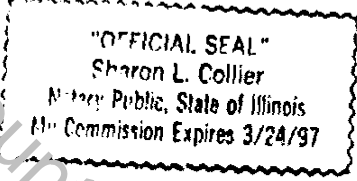
UNOFFICIAL COPY

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ANTHONY D. IVANKOVICH, M.D., personally known to me to be the President of HOFFMAN ESTATES DEVELOPMENT VENTURE, INC., an Illinois corporation ("Corporation"), and _____ personally known to me to be the _____ of said Corporation, and 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 severally acknowledged that as such President and _____ they signed and delivered the said instrument 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, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal this 27 day of March, 1996.

Sharon L. Collier
Notary Public



Property of Cook County Clerk's Office

96257783

UNOFFICIAL COPY

Property of Cook County Clerk's Office