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Mortgage 1266 RD, ND 425

760174813 LP
PREPARED BY AND RETURN TO:

Kenneth H. Brown
513 Central- Fifth Floor
Highland Park, IL 60035

DEPT-01 RECORDING \$39.00
T00012 TRAN 0360 04/29/96 14:47:00
45739 FER *-96-320333
COOK COUNTY RECORDER

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THIS IS A JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE is made on April 25, 1996, by Cole Taylor Bank as Trustee under Trust Agreement dated April 2, 1996 and known as Trust Number 966627 whose address is 350 E. Dundee Road, Wheeling, IL 60090, (the "Mortgagor") and GHR Recycling, Inc., an Illinois corporation, whose address is c/o Maine Plastics, Inc. 1550 24th Street, North Chicago, IL 60064 (the "Mortgagee").

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as follows:
Land located in the City of Des Plaines, County of Cook, State of Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "Premises").
Commonly known as: 1266 Rand Road, Des Plaines, IL, 60016

Tax Parcel Identification No. 09-17-200-112 and 09-17-200-113

The Premises also includes all of the Mortgagor's title and interest in the following:

- (1) All easements, rights-of-way, licenses, privileges and hereditament.
- (2) Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
- (3) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee.
- (4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.
- (5) All awards or payments including interest made as a result of: the exercise of the right of eminent domain; the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, and other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate tax assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' and paralegal fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.
- (6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

BOX 333-CTI

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The Premises are unencumbered except as follows: First Mortgage dated April 2, 1996 to secure a \$800,000 note in favor of Cole Taylor Bank ("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the following (the "Debt"):

(i) The guaranty of Kenneth Krivitzky dated April 25, 1996 guaranteeing payment of the obligations and liabilities of Maine Scrap Metal, Inc. (formerly known as FPIM, Inc.) to GHR Recycling, Inc. (formerly known as Maine Scrap Metal, Inc.) created pursuant to that certain Asset Purchase Agreement, Consulting Agreement and Equipment Lease, each dated April 25, 1996 (the "Agreements"); and

(ii) N/A

including any extensions, renewals, modifications or replacements without limit as to number or frequency.

FUTURE ADVANCES, CROSS LIEN AND LIMITATION ON AMOUNT OF MORTGAGE: Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage, including all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, but excluding any obligation or debt for personal, family or household expenses unless the note or guaranty expressly states that it is secured by this Mortgage to the Mortgagee, shall not exceed the principal sum of \$ 650,000. at any one time outstanding.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

The Mortgagor promises and agrees as follows:

1. **PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS:** The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. **TAXES:** The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make these payments, the Mortgagee may at its option and at the expense of the Mortgagor pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

3. **CHANGE IN TAXES:** In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, which changes or modifies the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting those taxes, the Debt shall become due and payable immediately at the option of the Mortgagee.

4. **INSURANCE:** Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State where the Premises is located, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it), and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to the Mortgagee, must provide for payment to the Mortgagee in the event of loss, must require 30 days notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee within thirty (30) days prior to their respective effective dates. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall, subject to the rights of the holder of the First Mortgage, as said term is defined herein, be paid to the Mortgagee alone. No loss or damage shall itself reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the

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Mortgagee and the Mortgagor and to endorse the Mortgagor's name upon any check in payment of proceeds. Subject to the rights of the holder of the First Mortgage, the proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that the Mortgagor is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagee, in its sole discretion may establish. In the event of any restoration, the period of time for the Mortgagor to perform shall be extended due to any delays resulting from or caused by strikes, labor disputes, shortages of materials or equipment, acts of God, fire, flood or other or other casualty, governmental restrictions, regulations or controls, or other causes beyond Mortgagor's control ("force majeure").

5. RESERVES FOR TAXES AND INSURANCE: Mortgagor shall, if requested by Mortgagee, and not required to do so under any First Mortgage, pay to Mortgagee, at the time of and in addition to the scheduled installments of principal and/or interest due under the Debt, a sum equal to (a) the amount estimated by the Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, plus (b) the amount of the annual premiums on any policies of insurance required to be carried by the Mortgagor, divided by (c) the number of installments due each year ((a) and (b) are collectively referred to as the "Charges"). Upon notice at any time, the Mortgagor will, within ten (10) days, deposit such additional sum as may be required for the payment of increased charges. No interest shall be payable, but Mortgagee shall deposit such sums in a segregated account for the benefit of the Mortgagor. Notwithstanding payment of any sums by the Mortgagor to the Mortgagee under the terms of this section, the Mortgagee shall have no obligation to pay any Charges, unless Mortgagor submits to Mortgagee bills for said Charges and there are sufficient sums on deposit to pay all Charges in full. The obligation of the Mortgagor to pay the Charges is not affected or modified by the arrangements set out in this section. Payment by the Mortgagee on any one or more occasions of all or any part of the Charges shall not be construed as obligating it to pay any Charges on any other occasion. If the Mortgagee elects to pay any Charge, it shall not be required to do so at any time prior to the date on which penalties, interest or collection fees begin to accrue. If the Mortgagee elects to pay any premium on any policy of insurance required to be carried by the Mortgagor, it may do so at any time prior to the cancellation of the policy.

In the event of foreclosure of this Mortgage, any of the moneys then remaining on deposit with the Mortgagee or its agent shall be applied against the Debt prior to the commencement of foreclosure proceedings. Any default by the Mortgagor in the performance of the provisions of this section shall constitute a default under this Mortgage.

6. WASTE: The Mortgagor shall not commit or permit waste on the Premises. The Mortgagor will keep the Premises in good order and repair and in compliance with all material respects with any law, regulation, ordinance or contract affecting the Premises and, from time to time make all needful and proper replacements, subject to any delay as a result of force majeure, so that fixtures, improvements and Equipment will at all times be in good condition, fit and proper for their respective purposes. Should the Mortgagor fail to effect any necessary repairs, the Mortgagee may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times and upon advance reasonable notice. The Mortgagor unconditionally agrees to timely pay all fees incurred by Mortgagee to independent third parties with respect to reasonable inspections of the Premises.

7. ALTERATIONS, REMOVAL: No building, structure, improvement, fixture, or Equipment constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee.

8. PAYMENT OF OTHER OBLIGATIONS: The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds to accrue and remain outstanding against the Premises. Notwithstanding the foregoing, Mortgagor may in good faith and with reasonable diligence contest the validity of any lien or charge, provided that: (i) such contest shall prevent the sale or forfeiture of the Premises or any part thereof; and (ii) Mortgagor shall have obtained a title indemnity or other sufficient bond to pay the lien or charge in full and insuring Mortgagee against any loss or damage by reason of the existence of such unpaid lien or charge.

9. ASSIGNMENT OF LEASES AND RENTS: As additional security for the Debt, the Mortgagor assigns to the Mortgagee all oral or written leases, and the rents, issues, income and profits under all leases or licenses of the Premises, present and future. The Mortgagor will comply with all terms of all leases. Although this is a present assignment, it is agreed and understood that Mortgagee shall not exercise any of the rights conferred by this paragraph until there is an event of

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default, as defined herein.

10. ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER: If the Mortgagor's interest in the Premises is that of a tenant or a purchaser, the Mortgagor also assigns, mortgages and warrants to the Mortgagee, as additional security for the Debt, all of the Mortgagor's title and interest in and to the agreements by which it is leasing or purchasing any part or all of the Premises, including all modifications, renewals and extensions and any purchase options contained in that or any other agreement. The Mortgagor agrees to pay each installment of rent, principal and interest required to be paid by it under the lease, land contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagor further agrees to pay and perform all of its other obligations under the lease, land contract or other agreement.

If the Mortgagor defaults in the payment of any installment of rent, principal, interest or in the payment or performance of any other obligation under the agreements, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagor. If the Mortgagee receives a written notice of the Mortgagor's default under the lease, land contract or other agreement, it may rely on that notice as cause to take any action it deems necessary or reasonable to cure a default even if the Mortgagor questions or denies the existence or nature of the default.

11. SECURITY AGREEMENT: This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code (the "UCC") and the Mortgagor grants to the Mortgagee a security interest in any Equipment and other personal property included within the definition of Premises. Accordingly, the Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

12. REIMBURSEMENT OF ADVANCES: If the Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, code enforcement, insolvency, bankruptcy or probate proceedings), then the Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorneys' and paralegals' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Debt.

13. DUE ON TRANSFER: If all or any part of the Premises or any interest in the Premises is transferred without the Mortgagee's prior written consent, it may, at its sole option, declare the Debt to be immediately due and payable. Mortgagor shall release this Junior mortgage, without premium or pre-payment penalty, upon full payment of all amounts secured by the Guaranty, to the extent secured by this Junior Mortgage, provided however, that Mortgagee shall be given reasonable prior notice of the Mortgagor's request for a release, and there is no uncured event of default under this Junior Mortgage.

14. NO ADDITIONAL LIEN: The Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against the interest of the Mortgagor in the Premises without the prior written consent of the Mortgagee, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage for the full amount secured by this Mortgage and shall also be subject and subordinate to all present and future leases affecting the Premises.

15. EMINENT DOMAIN: Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or the like, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by the Mortgagee. By executing this Mortgage, and subject to the rights of the holder of the First Mortgage, the Mortgagor assigns the entire proceeds of any award or payment and any interest to the Mortgagee. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, including reasonable attorneys' and paralegals' fees, and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the alteration, restoration or rebuilding of the Premises.

16. ENVIRONMENTAL PROVISIONS: At its sole cost and expense, Mortgagor shall comply with all federal, state and local laws, rules, regulations and orders (collectively "Laws") with respect to the discharge, generation, removal, transportation, storage and handling of hazardous or toxic wastes or substances ("hazardous substances"), pay immediately when due the cost of removal of any such hazardous substances, and keep the Premises free of any lien imposed pursuant to such applicable Laws, provided however, Mortgagor shall not be required to remediate any remaining contaminants relating to the LUST

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incident report no. 92292 and disclosed in the corrective action report dated November 24, 1995 prepared by Graef, Anhalt, Schloemer & Associates, Inc. unless such remediation is caused by the act or omission of Mortgagor which is not permitted pursuant to the no further remediation letter dated March 20, 1996 and issued by the Illinois Environmental Protection Agency. Mortgagor shall indemnify Mortgagee and hold it harmless from and against all loss, liability, damage, claim, judgment, cost and expense (including without limitation reasonable attorneys and experts fees, expenses and disbursements) that may be imposed upon, incurred by or asserted against Mortgagee relating to, resulting from or arising out of the removal or remediation of any hazardous substances. This indemnification shall not apply to any claim for indemnification caused by acts of subsequent owners or other responsible third parties.

17. EVENTS OF DEFAULT/ACCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (1) The Mortgagor or, if other than the Mortgagor or all of the undersigned, any principal obligor of the Debt (collectively, the "Borrower") fails to pay when due any amount payable under the note(s), the guaranty, or any other agreement evidencing the Debt after notice and failure to cure as provided in said documents; (2) the Mortgagor or Borrower fails to observe or perform any other term of the note(s), the guaranty, or any other agreement evidencing the Debt after notice and failure to cure as provided in said documents; (3) there is a default under the terms of this Mortgage, any loan agreement, mortgage, security agreement or other document executed as part of the Debt transaction, or any guaranty of the Debt becomes unenforceable in whole or in part, or any guarantor fails to promptly perform under its guaranty; (4) the Mortgagor or Borrower fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagee, or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagee; (5) the Mortgagor or Borrower becomes insolvent or unable to pay its debts as they become due; (6) the Mortgagor or Borrower (a) makes an assignment for the benefit of creditors, (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (7) a custodian, receiver or trustee is appointed for the Mortgagor or Borrower or for a substantial part of its assets without its consent and is not removed within 60 days after the appointment; or the Mortgagor or Borrower consents to the appointment; (8) proceedings are commenced against the Mortgagor or Borrower under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and they remain undismissed for 60 days after commencement; or the Mortgagor or Borrower consents to the commencement of those proceedings; (9) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien in excess of \$100,000 affecting the Premises for which the Mortgagor does not provide adequate security or surety to the reasonable satisfaction of Mortgagee; (10) the Mortgagor sells, transfers or hypothecates any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee; (11) the Mortgagor or Borrower dies; (12) the Mortgagor or Borrower, without the Mortgagee's written consent, (a) is dissolved, (b) merges or consolidates with any third party, or (c) sells or otherwise conveys a material part of its assets or business outside the ordinary course of its business.

18. REMEDIES ON DEFAULT: Upon the occurrence of any event of default, the Mortgagee may exercise all of the rights, powers and remedies expressly or impliedly conferred on or reserved to it under this Mortgage or any other related document, or now or later existing at law or in equity, including without limitation the following: (i) declare the Debt to be immediately due, (ii) proceed at law or in equity to collect the Debt and proceed to foreclose this Mortgage, or otherwise pursue any of its rights or remedies, and (iii) exercise any of its rights, powers or remedies pursuant to the UCC.

The Mortgagee in any suit to foreclose this Mortgage shall be entitled to the appointment of a receiver of the rents, leases and profits of the Premises as a matter of right and without notice (without regard to the terms of the Premises), and the Mortgagor specifically consents to that appointment without notice. The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as the Mortgagee may elect. By executing this Mortgage, the Mortgagor waives, in the event of a foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

19. PLEDGE: If the Mortgagor is not liable for all or any part of the Borrower's obligations to the Mortgagee, then it agrees that: (a) If any monies become available to the Mortgagee from the Borrower that it can apply to any debt, the Mortgagee may apply them to debt not secured by this Mortgage. (b) Without notice to or the consent of the Mortgagor, the Mortgagee may (i) take any action it chooses against any Borrower, against any collateral for the Debt, or against any other person liable for the Debt; (ii) release any Borrower or any other person liable for the Debt, release any collateral for the Debt, and neglect to perfect any interest in any collateral; (iii) forbear or agree to forbear from exercising any rights or remedies, including any right of setoff, that it has against the Borrower, any other person liable for the Debt, or any other collateral for the Debt; (iv) extend to any Borrower additional Debt to be secured by this Mortgage; or (v) renew, extend, modify or amend any Debt, and deal with any Borrower or any other person liable for the Debt as it chooses. (c) None of

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the Mortgagor's obligations under this Mortgage are affected by (i) any act or omission of the Mortgagee; (ii) the voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of any Borrower; (iii) any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting any Borrower or any of its assets; or (iv) any change in the composition or structure of any Borrower or any Mortgagee, including a merger or consolidation with any other entity. (c) The Mortgagor's rights under this section and this Mortgage are unconditional and absolute, even if all or any part of any agreement between the Borrower and the Mortgagee is unenforceable, voidable, void or illegal, and regardless of the existence of any defense, setoff or counterclaim that a Borrower may be able to assert against the Mortgagee. (e) It waives all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security, and any other claim (as that term is defined in the federal Bankruptcy Code, as amended from time to time) that it may have or acquire in the future against any Borrower, any other person liable for the Debt, or any collateral for the Debt, because of the existence of this Mortgage, the Borrower's performance under this Mortgage, or the Mortgagee's availing itself of any rights or remedies under this Mortgage. (f) If any payment to the Mortgagee on any of the Debt is wholly or partially invalidated, set aside, declared fraudulent or required to be repaid to the Borrower or anyone representing the Borrower or the Borrower's creditors under any bankruptcy or insolvency act or code, under any state or federal law, or under common law or equitable principles, then this Mortgage shall remain in full force and effect or be reinstated, as the case may be, until payment in full to the Mortgagee of the repaid amounts, and of the Debt. If this Mortgage must be reinstated, the Mortgagee agrees to execute and deliver to the Mortgagee new mortgages, if necessary, in form and substance acceptable to the Mortgagee, covering the Premises.

20. REPRESENTATIONS BY MORTGAGOR: Each Mortgagee represents that: (a) the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, conflict with any agreement by which it is bound, or require the consent or approval of any governmental authority or any third party (other than the holder of the First Mortgage, as defined herein); and (b) this Mortgage is a valid and binding agreement enforceable according to its terms. Each Mortgagee, other than a natural person, further represents that: (a) it is duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) the execution and delivery of this Mortgage and the performance of the obligations it imposes (i) are within its powers and have been duly authorized by all necessary action of its governing body; and (ii) do not contravene the terms of its articles of incorporation or organization, its by-laws, or any partnership, operating or other agreement governing its affairs.

21. NOTICES: Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express, or like overnight courier service, or (e) telecopy, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to telecommunications of that type. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand or wire transmission, 3 business days after mailing if mailed by first class registered or certified mail or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where state law governs the manner and timing of notices in foreclosure or receivership proceedings.

22. MISCELLANEOUS: If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision is void to the extent of the conflict or unenforceability, and severed from but does not invalidate any other provision of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagee, waives any right or remedy of the Mortgagee, nor does the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagee, and all rights and remedies of the Mortgagee are cumulative. Unless expressly stated to the contrary, in the event the consent or approval of Mortgagee or Mortgagee is requested or required hereunder, such consent shall not be unreasonably withheld or delayed.

These promises and agreements bind and these rights benefit the parties and their respective successors, and assigns. If there is more than one Mortgagee, the obligations under this Mortgage are joint and several. This Mortgage is governed by Illinois law except to the extent it is preempted by Federal law or regulations.

23. WAIVER OF HOMESTEAD RIGHT: The Mortgagee expressly waives all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. The Mortgagee expressly waives any and all rights in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue his remedies against any other assets. Its remedies against any other assets.

24. WAIVER OF RIGHT OF REDEMPTION: EXCEPT AS MAY OTHERWISE BE PROHIBITED OR IN THE

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EVENT THE PREMISES ARE AND CONTINUE TO QUALIFY AS RESIDENTIAL PROPERTY AS DEFINED BY THE LAWS OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, THE MORTGAGOR WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

25. WAIVER OF JURY TRIAL: THE MORTGAGEE AND THE MORTGAGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE MORTGAGEE NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE MORTGAGEE OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

26. SUBORDINATION This Junior Mortgage and the lien created hereby shall be and is hereby declared to be subject and subordinate to the lien created by that certain first mortgage ("First Mortgage") made by the Mortgagor in favor of Cole Taylor Bank to secure a note in the principal sum of \$ 800,000. Mortgagor covenants and agrees that any default or breach of any covenants contained in the First Mortgage remaining uncured at the expiration of any applicable cure period shall, at the option of the Mortgagee, constitute a default under this Mortgage and thereafter Mortgagee may, at its option, declare the Debt hereby secured to be immediately due and payable and Mortgagee may foreclose this Mortgage as in the case of any other Default hereunder whether or not the First Mortgage is then being foreclosed upon. Mortgagee agrees to execute such standard estoppel certificate as may be requested by the holder of the First Mortgage or tenant.

Cole Taylor Bank, not personally, but as Trustee under Trust Agreement dated April 2, 1996, and known as Trust No. 966627

By: *Martin J. Stewart*
Sr. Vice President

By: *Jodi [Signature]*
TRUST OFFICER

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State of Illinois

County of _____

I, _____, a Notary Public in and for said County and State, certify that _____ is personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes set forth in the instrument.

Given under my hand and notarial seal on _____, 19____.

My Commission Expires: _____
Notary Public

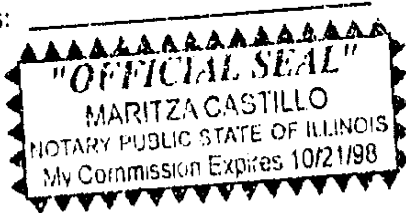
State of Illinois

County of Cook

I, MARITZA CASTILLO, a Notary Public in and for said County and State, certify that MARTIN S. EDWARDS of Cole Taylor Bank, a(n) Illinois (corporation)(association) and JACKLIN ISHA subscribed to the foregoing instrument as such Sr. Vice President and TRUST OFFICER respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said (corporation)(association) as Trustee, for the uses and purposes therein set forth; and the said TRUST OFFICER did also then and there acknowledge that he, as custodian of the corporation seal of said (corporation)(association), affixed the said corporate seal of said (corporation)(association) to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said (corporation)(association), as Trustee, for the uses and purposes set forth in the instrument.

Given under my hand and notarial seal this 25th day of April, 1996.

My Commission Expires: _____
Notary Public



Maritza Castillo

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PARCEL 3:

THAT PART OF LOT 1 OF STSEGE'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 8 AND THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 19, 1881, IN BOOK 16 OF PLATS, PAGE 1, AS DOCUMENT NUMBER 348716, IN COOK COUNTY, ILLINOIS, AND THAT PART OF LOT 5 OF GEWECKE'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JULY 19, 1904 IN BOOK 86 OF PLATS, PAGE 42, AS DOCUMENT NUMBER 3567356 IN COOK COUNTY, ILLINOIS, LYING EAST OF THE WEST 100 FEET OF SAID LOT 1, AND NORTH OF THE CENTER LINE OF RAND ROAD, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 100 FEET OF SAID LOT 1 AND THE SOUTHERLY RIGHT OF WAY OF PUBLIC SERVICE COMPANY (COMMONWEALTH EDISON COMPANY), SAID INTERSECTION BEING A DISTANCE OF 392.89 FEET SOUTH OF THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 17; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 541.65 FEET TO AN ANGLE POINT IN SAID SOUTHERLY RIGHT OF WAY LINE FOR A POINT OF BEGINNING, SAID ANGLE POINT BEING 622.72 FEET EAST AND 271.00 FEET SOUTH OF THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 17; THENCE SOUTHWESTERLY A DISTANCE OF 456.41 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 1 WHICH IS A DISTANCE OF 73.34 FEET NORTHWESTERLY OF THE SOUTH EAST CORNER OF SAID LOT 1, AND THE SOUTH WEST CORNER OF SAID LOT 5; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINES OF SAID LOT 1 AND LOT 5, A DISTANCE OF 103.34 FEET, THENCE NORTHEASTERLY ALONG A LINE DRAWN PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 155.42 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 80 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 75 FEET; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 49 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 215.94 FEET; THENCE SOUTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 80 FEET THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE AND ALSO PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 96.57 FEET TO THE INTERSECTION OF SAID LINE WITH THE AFORESAID SOUTHERLY RIGHT OF WAY OF PUBLIC SERVICE COMPANY, SAID INTERSECTION BEING 61.33 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 5 AS MEASURED ALONG AN EXTENSION NORTHEASTERLY OF THE LAST DESCRIBED PARALLEL LINE; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 254.38 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN FOR RAND ROAD AS PER DOCUMENT NO. 11113035), IN COOK COUNTY, ILLINOIS.

Common Address: 1266 E. Rand Road, Des Plaines, IL

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UNOFFICIAL COPY**ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER**

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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